ANTIGUA AND BARBUDA



THE LANDLORD AND TENANT (RESIDENTIAL TENANCIES) BILL, 2026

NO. OF 2026

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ANTIGUA AND BARBUDA

THE LANDLORD AND TENANT (RESIDENTIAL TENANCIES) BILL, 2026

NO. OF 2026

AN ACT to regulate residential tenancies in Antigua and Barbuda, to provide for the rights and obligations of landlords and tenants, to confer functions on the Department of Consumer Affairs, to establish the Residential Tenancies Tribunal and for other connected purposes.

ENACTED by the Parliament of Antigua and Barbuda as follows-

PART I

PRELIMINARY

1. Short title

This Act may be cited as the Landlord and Tenant (Residential Tenancies) Act, 2026.

2. Interpretation

In this Act-

"advance rent" means rent paid before the beginning of the period to which it relates;

"authorised officer" means a public officer designated as an authorised officer under section 47;

"business day" means a day other than a Saturday, a Sunday or a public holiday;

"condition report" means a written record, which need not be prepared by a person with technical qualifications, of the state of repair, cleanliness and working order of the premises and of any fixtures, furniture and appliances supplied with them, and may include photographs;

"Department" means the Department of Consumer Affairs continued under section 6 of the Consumer Protection Act, 2025 (No. 7 of 2025);

"Director" means the Director of Consumer Affairs continued under section 8 of the Consumer Protection Act, 2025;

"Director's determination" means a determination of a minor dispute made under section 51;

"Director's notice" means a notice served under section 52;

"electronic communication" means a communication capable of being retained and reproduced and includes email and any other prescribed electronic method;

"essential service" includes-

(a) water;

(b) electricity;

(c) sewerage or sanitation;

(d) gas, where supplied as part of the tenancy;

(e) access reasonably necessary for occupation;

(f) security fixtures supplied by the landlord;

(g) common-area lighting where reasonably required for safe access; and

(h) any other prescribed service;

"fixed-term tenancy" means a residential tenancy granted for a specified term;

"holding deposit" means money paid to reserve residential premises before a tenancy agreement is entered into;

"immediate family member", in relation to an individual, means-

(a) the individual's spouse;

(b) the individual's child;

(c) the individual's parent; or

(d) a dependant ordinarily forming part of the individual's household;

"landlord" includes-

(a) a lessor;

(b) a person entitled to receive rent;

(c) a successor in title;

(d) the personal representative of a deceased landlord; and

(e) a property manager or agent, to the extent of that person's authority;

"Minister" means the Minister to whom responsibility for residential tenancies is assigned;

"minor dispute" has the meaning assigned to it by section 50;

"periodic tenancy" means a residential tenancy continuing from week to week, month to month, year to year or for another recurring period;

"premises" means residential premises together with any appurtenance, facility, furniture or common-use right forming part of the residential tenancy;

"prescribed limit" means EC$10,000 or such other amount as the Minister may prescribe by Order published in the Gazette;

"property manager" means a person authorised by a landlord to manage residential premises or perform functions of the landlord in relation to a residential tenancy;

"protected act" has the meaning assigned to it by section 31(1);

"rent" means money or other lawful consideration payable for the right to occupy residential premises but does not include a refundable security deposit;

"residential premises" means a building or part of a building, or other premises, occupied or intended to be occupied principally by an individual as that individual's home **for a period of more than one month**, and includes-

(a) an apartment;

(b) a condominium unit used as a residence;

(c) a house or part of a house separately let; and

(d) a yard, garden, garage, parking space, storage area or other appurtenance let with the residence;

"residential tenancy" means an agreement, whether written or oral, under which a person is granted exclusive possession of residential premises in consideration of rent or other lawful consideration;

"security deposit" means money paid by or for a tenant and held as security for the performance of obligations under a residential tenancy;

"tenant" includes-

(a) the person to whom a residential tenancy is granted;

(b) a lawful successor to that person;

(c) a lawful subtenant; and

(d) where the context requires, a former tenant in relation to rights or liabilities arising from the residential tenancy;

"Tribunal" means the Residential Tenancies Tribunal established by section 56; and

"unreasonable rent increase" means an increase determined to be unreasonable under sections 15 and 17.

3. Application

(1) Subject to subsection (2), this Act applies to every residential tenancy in Antigua and Barbuda whether created before or after commencement and whether written or oral.

(2) This Act does not apply to-

(a) a genuine licence which does not confer exclusive possession;

(b) accommodation provided by a hotel, resort, guesthouse, inn or similar establishment to a transient guest in the ordinary course of that business;

(c) accommodation provided to a student in a hall of residence, dormitory or similar facility owned or managed by, or on behalf of, an educational institution at which the student is enrolled;

(d) accommodation whose principal purpose is medical treatment, nursing care, rehabilitation, detention or institutional care;

(e) accommodation provided by an employer where occupation is both-

(i) wholly incidental to employment; and

(ii) reasonably necessary for the proper performance of the employee's duties;

(f) a small holding governed by the Agricultural Small Holdings Act, Cap. 12 or the Agricultural Small Holdings (Regulation of Rentals) Act, Cap. 13;

(g) premises occupied principally for business, trade, professional, industrial or agricultural purposes;

(h) a statutory occupation or tenancy for which another enactment establishes an inconsistent and comprehensive tenancy regime; or

(i) another prescribed class of short-term or specialised occupation where the exclusion is reasonably necessary having regard to the nature and purpose of the occupation.

(3) A tenancy does not cease to be a residential tenancy merely because the tenant carries on incidental work or a home-based business if-

(a) the premises remain principally the tenant's home;

(b) the activity is lawful; and

(c) the activity does not materially alter the residential character of the premises.

(4) **In determining whether premises are occupied or intended to be occupied for a period of more than one month, successive or renewed lettings of the same premises to the same individual shall be treated as a single period.**

(5) An exclusion prescribed under subsection (2)**(i)** shall not retrospectively extinguish an accrued right or liability.

4. Contracting out and prohibited terms

(1) A term of a residential tenancy agreement is void to the extent that it-

(a) excludes or restricts, to the detriment of the tenant, a right conferred on a tenant or an obligation imposed on a landlord by this Act, except where this Act expressly permits;

(b) authorises eviction or exclusion otherwise than in accordance with this Act;

(c) authorises seizure, retention or disposal of the tenant's property otherwise than in accordance with law;

(d) authorises unrestricted entry by the landlord;

(e) permits deliberate interruption of an essential service to recover rent or obtain possession;

(f) requires the tenant to waive the protection against an unreasonable rent increase;

(g) imposes a penalty disproportionate to the loss reasonably caused by a breach;

(h) requires the tenant to pay the landlord's legal costs irrespective of the outcome of proceedings;

(i) penalises the tenant for doing a protected act; or

(j) purports to relieve the landlord from liability for fraud, wilful misconduct, unlawful eviction or a deliberate contravention of this Act.

(2) A waiver or settlement entered into after a dispute has arisen is not invalid merely because it affects a statutory right if-

(a) it is in writing;

(b) the tenant has had a reasonable opportunity to obtain independent advice; and

(c) it was not obtained through coercion, intimidation, harassment, undue influence or material misrepresentation.

PART II

RESIDENTIAL TENANCY AGREEMENTS AND ADMINISTRATION

5. Written residential tenancy agreement

(1) A residential tenancy created after the commencement of this section shall be evidenced in writing.

(2) The landlord shall provide the tenant, without charge, with a signed copy of the agreement before the tenant takes possession or not later than 14 days thereafter.

(3) The agreement shall contain the particulars specified in Schedule 1.

(4) Failure to comply with subsection (1), (2) or (3) does not invalidate the residential tenancy.

(5) Where no written agreement has been provided, the Director, in determining a minor dispute, or the Tribunal may determine the terms of the tenancy from-

(a) receipts;

(b) correspondence;

(c) electronic communications;

(d) the conduct of the parties;

(e) payments made and accepted; and

(f) any other reliable evidence.

(6) A landlord shall provide a tenant with a copy of a written variation within 14 days after the variation is made.

6. Inventory, condition report and condominium by-laws

(1) At or before commencement of occupation, the landlord shall provide-

(a) a condition report;

(b) where furniture, appliances or other movable property are supplied, an inventory; and

(c) where the premises are a condominium unit, a copy of any condominium by-law known to the landlord which materially regulates the tenant's occupation or use of the premises.

(2) The tenant may, within 14 days after receiving the condition report-

(a) sign and return it;

(b) record any disagreement;

(c) add relevant particulars; and

(d) provide photographs or other evidence.

(3) A condition report is admissible but is not conclusive evidence of the condition of the premises.

(4) Where a landlord fails to provide a condition report, the landlord bears the burden of proving that damage claimed at the end of the tenancy-

(a) occurred during the tenancy; and

(b) was caused by the tenant or a person for whom the tenant is responsible.

7. Lodgement of residential tenancy information

(1) A landlord shall, within **one month** after the creation of a residential tenancy, lodge with the Department, in writing or by electronic means, the information specified in Form 1 of Schedule 3.

(2) Lodgement under this section is administrative only and-

(a) is not registration of an interest in land;

(b) does not establish or prove title;

(c) does not cure a defect in an interest required to be registered under the Registered Land Act, Cap. 374;

(d) does not determine the validity of a tenancy; and

(e) does not confer priority over another interest.

(3) Failure to lodge information does not invalidate the tenancy or deprive the tenant of a protection under this Act.

(4) The Department shall assign an administrative reference number to the lodgement.

(5) The Department may use information lodged under this section for-

(a) administration of this Act;

(b) enforcement;

(c) policy development;

(d) statistical analysis; and

(e) publication of aggregated or anonymised rental-market information.

(6) Information identifying a landlord, tenant or particular residential premises shall not be made publicly available except-

(a) with lawful consent;

(b) pursuant to a court or Tribunal order; or

(c) where disclosure is required or authorised by another written law.

(7) The Department shall maintain reasonable technical and organisational safeguards for information held under this section.

8. Term, renewal and holding over

(1) A fixed-term tenancy continues for the term agreed by the parties unless lawfully terminated earlier**, and terminates on the expiry of that term unless renewed or continued by consent**.

(2) A fixed-term tenancy may be renewed by written agreement.

(3) Where a tenant remains in occupation after expiry with the landlord's consent, a periodic tenancy arises on the same terms so far as those terms are applicable and consistent with this Act.

(4) The period of a periodic tenancy arising under subsection (3) is the period by reference to which rent was last payable under the fixed-term tenancy, but where that period exceeds one month, the tenancy is a monthly tenancy.

(5) Acceptance of rent attributable to a period after expiry is evidence, but not conclusive evidence, of consent to continued occupation.

(6) This section is subject to sections 45 and 51 of the Registered Land Act, Cap. 374 where applicable.

9. Effect of death

(1) The death of a landlord does not terminate a residential tenancy.

(2) The rights and obligations of a deceased landlord devolve in accordance with law upon the landlord's estate and successor in title.

(3) The death of a tenant does not, by itself, extinguish liabilities accrued before death.

(4) Where a sole tenant dies, the tenant's personal representative may terminate the tenancy by not less than **one month's** written notice, notwithstanding a longer contractual notice period.

(5) Where a sole tenant dies and-

(a) no person has become lawfully entitled to the tenancy;

(b) no personal representative has taken responsibility for the premises within a reasonable period; and

(c) the premises are not occupied by any person claiming an independent right,

the landlord may apply to the Tribunal for directions concerning termination, possession and property remaining at the premises.

(6) Nothing in this section creates a right of succession to a tenancy where no such right otherwise exists by law or agreement.

10. Assignment and subletting

(1) A tenant shall not assign, sublet or part with possession contrary to the tenancy agreement.

(2) Where the agreement permits assignment or subletting with the landlord's consent, consent shall not be unreasonably withheld or delayed.

(3) In determining whether refusal is reasonable, regard may be had to-

(a) the proposed occupant's ability to perform the tenancy obligations;

(b) the number of occupants;

(c) lawful occupancy limits;

(d) the proposed use;

(e) the terms of a superior lease; and

(f) any other objectively relevant matter.

(4) Any lawful assignment or subletting shall be recorded in writing.

(5) A subtenancy of residential premises is a residential tenancy for the purposes of this Act, and a tenant who sublets is the landlord of the subtenant and shall lodge the subtenancy with the Department, in writing or by electronic means, in accordance with section 7.

11. Property manager

(1) A landlord who appoints a property manager shall give the tenant written notice of-

(a) the manager's name;

(b) the manager's contact information;

(c) the manager's address for service;

(d) the scope of the manager's authority; and

(e) where the appointment is time-limited, its duration.

(2) A property manager shall not-

(a) knowingly act beyond the manager's authority;

(b) unlawfully retain rent or a security deposit;

(c) misrepresent the manager's authority;

(d) harass a tenant;

(e) unlawfully interfere with an essential service;

(f) obstruct exercise of a right under this Act; or

(g) knowingly assist an unlawful eviction.

(3) Appointment of a property manager does not relieve a landlord from a statutory obligation imposed upon the landlord.

(4) The Tribunal may, on application by the landlord, tenant or Director-

(a) restrain conduct by a property manager;

(b) require an account;

(c) require payment or repayment;

(d) award compensation; or

(e) restrict the manager from acting in relation to specified premises or a specified tenancy for such period as is just.

12. Receipts and records

(1) A landlord or property manager receiving a payment, including rent, a security deposit or advance rent, shall provide a written or electronic receipt stating-

(a) the date of payment;

(b) the amount;

(c) the purpose of the payment;

(d) the premises; and

(e) the name of the payer.

(2) A bank or electronic payment record is evidence of payment unless the contrary is proved.

(3) A landlord shall retain tenancy payment records for not less than six years.

(4) On reasonable request, the landlord shall provide the tenant with a statement of-

(a) rent received;

(b) the periods to which payments were allocated; and

(c) any sum claimed to remain outstanding.

PART III

RENT, RENT INCREASES AND DEPOSITS

13. Rent payable and freedom to agree initial rent

(1) The initial rent under a residential tenancy is the rent freely agreed between landlord and tenant.

(2) Nothing in this Act authorises the Minister, the Department or the Tribunal to-

(a) determine or prescribe the initial rent of residential premises;

(b) prescribe a general maximum rent or control rents for a class of premises; or

(c) establish rent control, a rent freeze or a standard-rent system.

(3) Rent is payable at the time and in the manner agreed.

(4) Where no payment period is stated, rent is payable monthly in arrears.

(5) A landlord shall not require payment by a method which imposes an unreasonable additional cost where a reasonable alternative is available.

14. Revision of rent

(1) Subject to this Part, rent may be revised-

(a) in accordance with a clear rent-review term of the tenancy agreement; or

(b) by notice under section 16.

(2) A residential rent increase shall not take effect more than once in any 12-month period except-

(a) by written agreement following a substantial improvement to the premises requested or expressly accepted by the tenant; or

(b) by order of the Tribunal in exceptional circumstances.

(3) A rent-review term is subject to sections 15 to 17 and shall not exclude the tenant's right to challenge an unreasonable increase.

15. Unreasonable rent increase

(1) A proposed residential rent increase is unreasonable where, having regard to all relevant circumstances, its amount, frequency or basis is excessive or insufficiently justified.

(2) An increase which exceeds 25 per cent of the rent payable immediately before **the increase** is presumed to be unreasonable unless the landlord establishes **before the Tribunal** that it is justified having regard to the matters referred to in subsection (3).

(3) In determining reasonableness, regard shall be had to-

(a) rents for reasonably comparable residential premises in the same or a comparable locality;

(b) size, type, location, condition and amenities;

(c) state of repair;

(d) improvements paid for by the landlord;

(e) improvements paid for by the tenant with the landlord's consent;

(f) documented changes in property tax, insurance, maintenance and other legitimate premises-related costs;

(g) any material increase or reduction in services, facilities or amenities;

(h) the period since the last increase;

(i) the amount and frequency of previous increases;

(j) any material failure by the landlord to comply with repair or habitability obligations;

(k) whether the increase is substantially retaliatory;

(l) any special characteristic materially affecting rental value; and

(m) any other relevant circumstance.

(4) The tenant's personal ability to pay and the landlord's personal financial circumstances shall not, standing alone, determine whether an increase is reasonable.

16. Notice of proposed rent increase and challenge

(1) A landlord proposing to increase residential rent shall give the tenant not less than 90 days' written notice in Form 2 of Schedule 3.

(2) The notice shall state-

(a) the current rent;

(b) the proposed rent;

(c) the amount and percentage of the increase;

(d) the proposed effective date;

(e) the reasons for the increase;

(f) the factual basis relied upon, where reasonably available; and

(g) the tenant's right to challenge the increase.

(3) A tenant may apply to the Tribunal within **one month** after service of the notice.

(4) Where an application is made within the period specified in subsection (3), or within any extension of that period allowed under section 62(1)(l), the existing rent remains payable pending-

(a) determination;

(b) withdrawal of the application; or

(c) a written settlement.

(5) The Tribunal may make appropriate consequential orders concerning any difference between rent paid pending determination and rent ultimately found payable.

17. Determination of rent-increase dispute

(1) The landlord bears the burden of producing sufficient evidence to establish the factual basis of the proposed increase.

(2) After applying section 15, the Tribunal may-

(a) confirm the proposed increase;

(b) reduce the proposed increase;

(c) disallow it;

(d) direct that a reasonable increase take effect in stages; or

(e) vary the effective date.

(3) In determining a dispute under this section, the Tribunal is subject to section 13(2) and shall not substitute its view of affordability for the statutory test in section 15.

(4) A determination applies only to the tenancy and proposed increase before the Tribunal.

18. Deposit of rent with Department

(1) A tenant may pay rent to the Department in the prescribed manner where-

(a) the landlord refuses to accept rent properly tendered;

(b) after reasonable efforts the landlord or person entitled to receive rent cannot be located; or

(c) entitlement to receive the rent is genuinely disputed.

(2) The tenant shall provide such evidence as the Department reasonably requires concerning-

(a) the tenancy;

(b) the amount due;

(c) the reason for payment to the Department; and

(d) reasonable attempts to make payment directly.

(3) Money received shall be held as trust money under section 48.

(4) The Department shall notify every known person claiming entitlement to the money.

(5) Where entitlement to money paid under this section is disputed, the Director may determine the dispute as a minor dispute, except that a dispute which depends upon a genuinely contested question of title or upon competing proprietary claims shall be referred to the Tribunal.

(6) Payment in accordance with this section constitutes payment of rent by the tenant on the date the Department receives cleared funds.

19. Security deposits

(1) A landlord shall not require a residential security deposit exceeding two months' rent.

(2) A security deposit shall be-

(a) separately identifiable and accounted for; and

(b) not treated as the landlord's income or as rent unless the tenant agrees in writing after the liability arises or a Director's determination or an order of the Tribunal so provides.

(3) A deduction may be made only for-

(a) unpaid rent;

(b) unpaid utility or service charges for which the tenant is liable;

(c) damage beyond fair wear and tear;

(d) missing property included in an inventory;

(e) reasonable cleaning required because the premises were left materially below the condition required by the tenancy, allowing for fair wear and tear; or

(f) another proved liability lawfully arising from the tenancy.

(4) Within 14 days after vacant possession and return of the means of access, the landlord shall-

(a) return the balance of the deposit; and

(b) provide an itemised written statement of every deduction.

(5) The landlord bears the burden of proving a disputed deduction.

(6) A dispute concerning a security deposit may be determined as a minor dispute, and the Director may serve a deposit return notice under section 52(1)(d) where the amount owed is not genuinely disputed.

(7) The Tribunal may order repayment of a security deposit, with interest where prescribed, and compensation, and may impose a civil penalty under section 66 for deliberate or repeated wrongful withholding.

20. Holding deposits

(1) A holding deposit shall not exceed one month's proposed rent.

(2) The person receiving it shall provide a receipt containing the particulars required by section 12(1) and stating-

(a) proposed rent;

(b) principal proposed tenancy terms; and

(c) circumstances in which it may be retained.

(3) The holding deposit shall be refunded where-

(a) the landlord decides not to proceed;

(b) the landlord materially changes the proposed terms after payment;

(c) the tenancy cannot lawfully be granted; or

(d) the prospective tenant does not enter the tenancy for a reason which does not amount to an unreasonable withdrawal from an accepted written offer.

(4) Where the tenancy proceeds, the holding deposit shall, with the tenant's consent, be-

(a) credited to rent;

(b) credited to the security deposit; or

(c) refunded.

21. Advance rent and refunds

(1) Advance rent is rent and shall be accounted for as such.

(2) Where a tenancy ends before the period for which advance rent has been paid, the landlord shall, within 14 days after vacant possession, refund the proportion attributable to the period after lawful termination, subject to a lawful set-off.

(3) A landlord shall not describe a refundable security payment as advance rent for the purpose of avoiding section 19.

PART IV

RIGHTS AND OBLIGATIONS OF LANDLORD AND TENANT

22. Quiet enjoyment and harassment

(1) Every residential tenancy includes an obligation that the tenant shall have quiet enjoyment without unlawful or unreasonable interference by the landlord or a person acting on the landlord's behalf.

(2) A landlord or property manager shall not harass a tenant.

(3) Harassment includes a course of conduct which the person knows or ought reasonably to know is likely to cause the tenant to vacate or refrain from exercising a lawful right, including-

(a) threats or intimidation;

(b) repeated unlawful or unreasonable entry;

(c) deliberate interference with use of the premises;

(d) deliberate interference with essential services;

(e) repeated communications at unreasonable hours without legitimate cause;

(f) removal of doors, windows, locks or facilities reasonably necessary for occupation;

(g) public disclosure of tenancy information for the purpose of humiliating or pressuring the tenant; or

(h) knowingly making a false representation that the tenant has no lawful right to remain.

23. Repair, maintenance and habitability

(1) The landlord shall-

(a) maintain the structure and exterior in a reasonable state of repair;

(b) keep the roof, main walls, main drains and common installations in repair;

(c) maintain installations supplied by the landlord for water, sanitation and electricity in a safe and reasonably functioning condition;

(d) maintain common areas under the landlord's control in a reasonably safe condition;

(e) comply with applicable public-health, building, fire-safety and planning requirements; and

(f) carry out repairs for which the landlord is responsible within a reasonable time after becoming aware of the need.

(2) The landlord shall ensure that residential premises-

(a) are reasonably fit for human habitation at the commencement of the tenancy; and

(b) remain reasonably fit throughout the tenancy, subject to damage for which the tenant is responsible.

(3) A tenancy agreement shall not transfer to the tenant responsibility for-

(a) structural safety;

(b) weatherproofing;

(c) a pre-existing defect affecting habitability;

(d) main sanitation infrastructure; or

(e) an essential installation serving more than the tenant's premises,

except to the extent the need for repair was caused by the deliberate or negligent act of the tenant or a person for whom the tenant is responsible.

(4) Schedule 2 applies subject to the circumstances of the premises and any more protective duty imposed by another written law.

24. Tenant's duty of care

A tenant shall-

(a) take reasonable care of the premises;

(b) keep them reasonably clean;

(c) not intentionally or negligently cause damage;

(d) take reasonable steps to prevent damage by an occupant or guest;

(e) promptly report a material defect likely to cause injury or further substantial damage;

(f) comply with lawful health, safety and occupancy requirements; and

(g) permit lawful access under section 26.

25. Urgent repairs and controlled set-off

(1) The tenant shall notify the landlord as soon as reasonably practicable of an urgent repair for which the landlord is responsible.

(2) An urgent repair includes-

(a) a serious water leak;

(b) dangerous electrical failure;

(c) serious sanitation failure;

(d) failure of an essential service;

(e) serious storm or structural damage; or

(f) another condition posing an imminent risk to health, safety or substantial property.

(3) Where the landlord fails to take reasonable action within a reasonable time, the tenant may apply to the Tribunal for an urgent order or make a complaint to the Department, and the Director may serve a repair notice under section 52(1)(b).

(4) The Tribunal may-

(a) require specified repairs;

(b) authorise the tenant to arrange specified work up to a stated amount;

(c) order reimbursement;

(d) authorise verified reasonable cost to be set off against rent; or

(e) order rent abatement where occupation was materially impaired.

(5) Except where immediate action is reasonably necessary to prevent injury or serious property damage, a tenant shall not deduct repair costs from rent without-

(a) written agreement; or

(b) an order of the Tribunal.

(6) A tenant who reasonably arranges an immediate emergency repair shall-

(a) take reasonable steps to contact the landlord;

(b) minimise cost;

(c) preserve invoices and evidence; and

(d) apply promptly if reimbursement is disputed.

26. Entry by landlord or property manager

(1) A landlord or authorised property manager may enter only-

(a) with the tenant's consent at the time;

(b) after at least 24 hours' written notice for a purpose specified in subsection (2);

(c) where immediate entry is reasonably necessary to prevent imminent injury or serious property damage; or

(d) pursuant to lawful judicial or statutory authority.

(2) Entry on notice may be for-

(a) inspection;

(b) repair or maintenance;

(c) compliance with law;

(d) valuation reasonably related to the premises;

(e) inspection of tenant work; or

(f) showing the premises to a prospective tenant, purchaser, mortgagee or insurer during a reasonable period before termination, sale or refinancing.

(3) The notice shall state-

(a) date;

(b) approximate time; and

(c) purpose.

(4) Entry shall occur at a reasonable time, for a reasonable duration and with no greater interference than reasonably necessary.

(5) No right of entry shall be exercised as harassment.

(6) Where emergency entry is disputed, the person relying upon the emergency bears the burden of showing reasonable grounds.

27. Essential services

(1) A landlord or property manager shall not deliberately interrupt or cause interruption of an essential service for the purpose of-

(a) recovering rent;

(b) forcing the tenant to vacate;

(c) punishing exercise of a right; or

(d) harassing the tenant.

(2) Subsection (1) does not apply where the interruption-

(a) is reasonably necessary for urgent repair or safety;

(b) results from circumstances beyond the landlord's reasonable control;

(c) is required by a utility or lawful authority; or

(d) is otherwise authorised by law.

(3) Where interruption is lawful, the landlord shall take reasonable steps to minimise its duration and effect.

28. Utilities and service charges

(1) A tenant is liable for a utility or service charge only where-

(a) the agreement makes the tenant responsible; or

(b) it relates exclusively to a separately consumed service which the tenant has agreed to pay for.

(2) An amount recovered by the landlord shall not exceed-

(a) the amount properly attributable to the tenant; and

(b) a reasonable administrative cost expressly permitted by law or the tenancy agreement.

(3) On request, the landlord shall provide reasonable evidence supporting the charge.

(4) A landlord shall not profit from resale of an essential utility except to the extent expressly authorised by another written law.

29. Alterations

(1) A tenant shall not make a structural alteration without the landlord's prior written consent.

(2) A landlord may impose reasonable conditions upon consent.

(3) Where access or temporary vacation is reasonably necessary for lawful work and the parties cannot agree, either may apply to the Tribunal for directions concerning-

(a) access;

(b) safety;

(c) protection of belongings;

(d) temporary relocation;

(e) rent abatement; and

(f) reasonable compensation.

30. Overcrowding and premises not lawfully fit for habitation

(1) A landlord shall not knowingly let premises for residential occupation in a manner prohibited by a law concerning planning, building standards, public health, fire safety or occupancy.

(2) A tenant shall not knowingly cause or permit unlawful overcrowding.

(3) Where premises are not lawfully fit for habitation, the Tribunal may, subject to the jurisdiction of another statutory authority-

(a) order repairs;

(b) restrict occupation;

(c) order rent abatement or repayment;

(d) allow reasonable time for relocation;

(e) make orders concerning the security deposit; or

(f) make another order necessary to protect the parties.

(4) An order under this section does not limit a closing, nuisance, demolition or other order made by a competent authority under another written law.

31. Retaliatory conduct prohibited

(1) In this Act, "protected act" means any of the following done by a tenant in good faith-

(a) requesting repair;

(b) making a complaint to the landlord or the Department;

(c) contacting a public authority;

(d) seeking legal advice;

(e) challenging a rent increase;

(f) commencing or participating in proceedings before the Department, the Tribunal or a court;

(g) giving evidence; or

(h) otherwise lawfully exercising a right under this Act.

(2) A landlord or property manager shall not do any of the following substantially because a tenant has done a protected act-

(a) harass the tenant;

(b) reduce a service;

(c) impose a charge;

(d) propose a rent increase;

(e) refuse a repair; or

(f) give a notice of termination or seek possession.

(3) Where a notice of rent increase or of termination, or another act referred to in subsection (2), follows a protected act within six months, the timing is a relevant circumstance but does not by itself establish retaliation.

(4) Where retaliation is established, the Tribunal may-

(a) set aside the notice or other act;

(b) dismiss or stay possession proceedings;

(c) grant an injunction;

(d) award compensation; or

(e) make another appropriate order.

(5) This section does not prevent possession where an independent genuine ground is proved.

PART V

TERMINATION, EVICTION AND POSSESSION

32. Termination of periodic tenancy

(1) A tenant may terminate a periodic residential tenancy by giving-

(a) not less than 7 days' notice for a weekly tenancy;

(b) not less than one month's notice for a monthly tenancy; or

(c) for another periodic tenancy, notice of not less than one rental period.

(2) A tenancy agreement may permit shorter notice by the tenant, subject to section 69(5).

(3) A landlord may terminate a periodic tenancy without alleging breach by giving not less than 90 days' written notice in Form 6 of Schedule 3.

(4) A notice by a landlord under subsection (3) is subject to sections 31 and 69(5).

(5) A notice under subsection (3) is not required where a landlord seeks possession of premises let under a periodic tenancy on the ground of rent arrears or another breach of the tenancy, and sections 35 and 36 shall apply.

33. Early termination of fixed-term tenancy and surrender

(1) A fixed-term tenancy may be terminated before expiry-

(a) by written agreement of the parties;

(b) under a lawful break clause;

(c) for a material breach under this Act;

(d) where the premises become materially uninhabitable through no fault of the tenant;

(e) where continuation becomes unlawful; or

(f) in another prescribed circumstance involving serious hardship where the Tribunal authorises termination.

(2) Where a tenant terminates without a lawful ground under subsection (1), the landlord may recover reasonable loss directly resulting from the early termination.

(3) The landlord shall mitigate loss, including by taking reasonable steps to re-let.

(4) The tenant shall not be liable merely for the whole unexpired rent without allowance for-

(a) rent received or reasonably obtainable from re-letting;

(b) expenditure avoided; and

(c) the landlord's duty to mitigate.

(5) Unless special circumstances justify a greater award, compensation for advertising, administration and re-letting costs shall not exceed one month's rent.

(6) Where a landlord unlawfully terminates a fixed-term tenancy, the tenant may recover reasonable direct loss, including reasonable relocation and temporary-accommodation costs.

(7) No compensation is payable merely because the parties mutually agree under subsection (1)(a) to terminate, except as expressly provided in their written agreement.

(8) A term imposing a punitive or disproportionate early-termination charge is unenforceable to the extent of the excess.

(9) A residential tenancy is surrendered-

(a) by written agreement of the landlord and the tenant; or

(b) where the tenant gives up possession of the premises and the landlord accepts possession, including by accepting the return of the keys or by re-letting the premises,

and the surrender takes effect on the date agreed or, in the case of paragraph (b), on the date on which the landlord accepted possession.

(10) A tenant's absence from the premises, or a statement by the tenant of an intention to leave which does not comply with section 32 or this section, does not of itself terminate the tenancy.

(11) Where the date on which a residential tenancy terminated is disputed, the Tribunal may determine that date.

34. Grounds for possession

(1) The Tribunal may order possession where satisfied that-

(a) a fixed term has expired and the tenant remains without the landlord's consent;

(b) a periodic tenancy has been lawfully terminated under section **32**;

(c) rent remains unpaid after compliance with section 35;

(d) the tenant has materially breached the tenancy and failed to remedy a remediable breach after compliance with section 36;

(e) the tenant has caused substantial damage;

(f) the tenant, an occupant or a person permitted by the tenant has engaged in persistent serious nuisance;

(g) the premises are knowingly used for a serious unlawful purpose;

(h) the tenant has unlawfully assigned, sublet or parted with possession;

(i) possession is justified under section 37;

(j) possession is justified under section 38;

(k) the premises have been abandoned under section 39; or

(l) another ground expressly provided by this Act is established.

(2) Sections 37 and 38 do not authorise the termination of a fixed-term tenancy before its expiry unless-

(a) the tenancy agreement contains an applicable lawful break clause; or

(b) the tenant agrees in writing.

(3) Where possession is obtained under section 37 or 38 on materially false or misleading evidence, or the premises are, without reasonable excuse, not used for the stated purpose within a reasonable time, the Tribunal may, on the application of the former tenant, award compensation and make any other appropriate order, without prejudice to sections 66 and 67.

(4) A landlord shall not serve a notice under section 37 or 38, or seek or obtain possession under either section, in reliance on a statement or evidence which the landlord knows, or ought reasonably to know, is materially false or misleading.

35. Rent arrears

(1) Where rent remains unpaid for 7 days after it becomes due, the landlord may serve a notice in Form 3 of Schedule 3.

(2) The notice shall state-

(a) the amount claimed;

(b) the period concerned;

(c) the dates on which payment became due;

(d) how payment may be made;

(e) the tenant's right to dispute an error; and

(f) that possession proceedings may follow.

(3) An application for possession on the ground of arrears shall not be made until-

(a) the rent has remained unpaid for at least 21 days after becoming due; and

(b) at least 14 days have elapsed after service of the notice.

(4) The Tribunal may order-

(a) payment;

(b) payment by instalments;

(c) suspended possession conditional upon current rent and arrears payments;

(d) immediate possession where default is serious or persistent; or

(e) another appropriate order.

(5) In exercising its discretion, the Tribunal may consider-

(a) amount and duration of arrears;

(b) payment history;

(c) reason for default;

(d) ability to cure within a reasonable period;

(e) a genuine dispute as to the amount;

(f) material breach by the landlord affecting the amount lawfully payable; and

(g) prior failures to comply with payment plans.

(6) A tenant shall not withhold rent merely because an unrelated dispute exists, except where authorised under section 18 or 25 or by an order of the Tribunal.

36. Notice to remedy breach

(1) Before seeking possession for a remediable breach other than rent arrears, the landlord shall serve a notice in Form 4 of Schedule 3.

(2) The notice shall-

(a) state the breach with reasonable particulars;

(b) specify what is required to remedy it;

(c) allow a reasonable period; and

(d) state the consequence of non-compliance.

(3) An opportunity to remedy is not required where-

(a) the conduct involves serious violence;

(b) there is deliberate serious criminal use;

(c) the tenant deliberately causes substantial damage; or

(d) the breach is inherently incapable of remedy.

(4) In deciding whether possession is proportionate, the Tribunal shall consider the seriousness, duration, recurrence, remedial steps and effect on other persons.

37. Possession for occupation by landlord or immediate family member

(1) Subject to section 34(2), a landlord may seek possession of premises let under a residential tenancy where the premises are genuinely required as the principal home of a qualifying individual or of an immediate family member of a qualifying individual.

(2) In this section, "qualifying individual" means-

(a) a landlord who is an individual;

(b) where there are joint landlords, any of them who is an individual; or

(c) where the landlord is a company all the issued shares in which are beneficially owned by an individual, or by an individual and one or more of that individual's immediate family members, that individual.

(3) The landlord shall give not less than 60 days' written notice in Form 7 of Schedule 3.

(4) The notice shall be accompanied by a statutory declaration made by the qualifying individual stating-

(a) the intended occupant and, where the intended occupant is an immediate family member, that person's relationship to the qualifying individual;

(b) the intended date of occupation; and

(c) the qualifying individual's genuine intention that the premises be used as the intended occupant's principal home for not less than six months.

38. Possession for sale, demolition or substantial works

(1) A landlord may, subject to section 34(2), seek possession of premises let under a residential tenancy where vacant possession is reasonably necessary-

(a) to complete a genuine sale which requires vacant possession;

(b) for demolition; or

(c) for substantial reconstruction or renovation which cannot reasonably and safely be undertaken while occupied.

(2) The landlord shall give not less than 60 days' written notice in Form 7 of Schedule 3.

(3) On an application to the Tribunal for possession under this section, the landlord shall file reasonable supporting evidence including, where applicable-

(a) a bona fide sale agreement, listing, financing requirement or other evidence of intended sale;

(b) plans or specifications;

(c) planning or building approval already obtained or reasonably required; and

(d) anticipated commencement of works.

39. Abandonment

(1) Premises shall not be treated as abandoned merely because-

(a) rent is in arrears;

(b) the tenant is temporarily absent; or

(c) the landlord cannot immediately contact the tenant.

(2) Where abandonment is reasonably suspected, the landlord shall serve a notice in Form 5 of Schedule 3, which shall allow the tenant not less than 14 days after service to respond.

(3) Where no response is received within the period stated in the notice, the landlord may apply to the Tribunal for an abandonment order.

(4) The Tribunal may consider-

(a) duration of absence;

(b) rent arrears;

(c) belongings remaining;

(d) utility usage;

(e) communications;

(f) return of keys;

(g) information from persons with relevant knowledge; and

(h) other reliable evidence.

(5) The Tribunal may-

(a) declare abandonment;

(b) authorise possession;

(c) give directions concerning property left behind; and

(d) make ancillary orders.

40. Unlawful eviction prohibited

(1) A landlord shall not recover physical possession of occupied residential premises except-

(a) by voluntary surrender; or

(b) pursuant to an order lawfully executed.

(2) A person shall not, for the purpose of obtaining possession-

(a) change or disable locks;

(b) remove doors or windows;

(c) remove the tenant's belongings;

(d) physically exclude the tenant;

(e) use or threaten unlawful force;

(f) obstruct reasonable access; or

(g) procure another person to do any such act.

(3) The Tribunal may on an urgent application-

(a) order restoration of possession;

(b) grant an injunction;

(c) order restoration of an essential service;

(d) award compensation; and

(e) make any ancillary order necessary to restore the lawful position.

(4) Nothing in this section prevents execution by an officer authorised by law.

41. Rent pending proceedings

(1) The Tribunal may, pending determination, order a tenant to pay-

(a) current undisputed rent to the landlord; or

(b) rent into the residential tenancy trust account maintained under section 48.

(2) The Tribunal may give directions concerning disputed arrears.

(3) In making an order under this section, the Tribunal shall not prejudge the merits.

(4) Unreasonable failure to comply may be taken into account when determining relief but does not itself authorise self-help eviction.

42. Effect of possession order

(1) A possession order binds-

(a) the tenant; and

(b) a person occupying through the tenant who was served, joined or adequately represented.

(2) A possession order does not-

(a) determine title to land;

(b) extinguish an independent superior legal interest of a person who was not a party; or

(c) alter the land register except pursuant to a power conferred by the Registered Land Act or another written law.

43. Execution of possession order

(1) A possession order shall be executed only by a bailiff or other officer authorised by law.

(2) Police assistance may be requested where reasonably necessary to prevent violence or a breach of the peace.

(3) A landlord, the Department or the Tribunal shall not use force to execute a possession order.

44. Compensation for holding over

(1) Where a tenant remains after the date fixed in a final possession order, the Tribunal may award-

(a) reasonable occupation rent;

(b) proven additional loss directly caused by holding over; and

(c) reasonable enforcement costs.

(2) An automatic multiple of rent shall not be imposed unless the Tribunal is satisfied that it represents a proportionate assessment of actual loss rather than a penalty.

45. Final accounting and property left at premises

(1) Within 14 days after vacant possession and return of the means of access, the landlord shall give the former tenant a single written final account of-

(a) the security deposit, including the itemised statement of deductions required by section 19(4)(b);

(b) advance rent refundable under section 21(2);

(c) utilities;

(d) other outstanding tenancy charges; and

(e) the net balance payable by or to the former tenant.

(2) Property apparently belonging to the former tenant shall not be deliberately destroyed or appropriated merely because the tenancy has ended.

(3) Subject to any Regulations made under this Act, the landlord shall-

(a) give reasonable notice where practicable;

(b) store property of more than trivial value for a reasonable period;

(c) take reasonable care while storing it; and

(d) account for the net proceeds of a lawful sale.

(4) Regulations may provide for-

(a) minimum storage periods;

(b) perishable or dangerous items;

(c) items of negligible value;

(d) reasonable storage charges;

(e) sale procedures; and

(f) unclaimed proceeds.

PART VI

ADMINISTRATION AND DEPARTMENT OF CONSUMER AFFAIRS

46. Functions of Department

(1) In addition to its functions under the Consumer Protection Act, 2025, the Department shall-

(a) receive tenancy information lodged under section 7;

(b) maintain administrative records;

(c) receive and account for money under section 18;

(d) provide information and guidance to landlords, tenants and the public on residential tenancy matters;

(e) receive and investigate residential tenancy complaints;

(f) facilitate conciliation, voluntary settlement and mediation;

(g) determine minor disputes under section 51;

(h) serve Director's notices under section 52;

(i) collect and analyse anonymised residential rental information;

(j) refer appropriate matters to the Tribunal;

(k) monitor compliance; and

(l) perform any other function conferred by or under this Act.

(2) The Department may determine a dispute only to the extent permitted by sections 18(5) and 51, and shall not determine a matter which is not a minor dispute.

47. Authorised officers and delegation

(1) The Director may, by instrument in writing, designate a public officer serving in the Department as an authorised officer for the purposes of this Act.

(2) The Director may, by instrument in writing, delegate to an authorised officer any function of the Director under this Act, other than this power of delegation, subject to such conditions as the Director specifies.

(3) A delegation under subsection (2) does not prevent the Director from performing the function delegated.

(4) An authorised officer shall, on request, produce evidence of that officer's designation to any person affected by the exercise of a function under this Act.

(5) The Director or an authorised officer shall not investigate or determine a matter in which he or she has a personal or financial interest, or in respect of which there is otherwise a reasonable apprehension of bias.

48. Residential tenancy trust monies

(1) The Department shall maintain a designated residential tenancy trust account, into which shall be paid-

(a) money received by the Department under section 18; and

(b) rent ordered to be paid into the account under section 41(1)(b).

(2) Trust money shall be-

(a) separately accounted for;

(b) reconciled at prescribed intervals;

(c) subject to public audit; and

(d) used only for the purpose for which it was received.

(3) Money shall be released only-

(a) with the written agreement of every person entitled to it;

(b) pursuant to an order of the Tribunal or a court, or a Director's determination which has taken effect; or

(c) in another prescribed circumstance not involving determination by the Director of a genuinely contested proprietary claim.

(4) Regulations may prescribe-

(a) payment methods;

(b) accounting procedures;

(c) treatment of interest;

(d) unclaimed money;

(e) audit and reporting requirements; and

(f) electronic payment systems.

49. Complaints, conciliation and mediation

(1) A landlord, a tenant, a property manager or any other person having a sufficient interest may make a complaint to the Department, in writing or by electronic means, concerning a residential tenancy or a matter arising under this Act.

(2) On receiving a complaint, the Director may-

(a) provide information or guidance to the parties;

(b) investigate the complaint;

(c) attempt to resolve the complaint by conciliation or mediation;

(d) determine the complaint under section 51 where it concerns a minor dispute;

(e) serve a Director's notice under section 52;

(f) refer the complaint to the Tribunal; or

(g) decline to deal further with the complaint where it is frivolous or vexatious, does not arise under this Act or is more appropriately dealt with by another authority.

(3) The Director shall notify the complainant in writing of the reasons for a decision under subsection (2)(g) and, where a complaint which is not a minor dispute is not resolved, of the complainant's right to apply to the Tribunal.

(4) A settlement reached through conciliation or mediation shall be recorded in writing and signed by the parties, and the Tribunal may, on the application of a party, record the settlement as an order of the Tribunal.

(5) Settlement communications are privileged from disclosure except-

(a) with consent;

(b) where necessary to prove or enforce a signed settlement; or

(c) as otherwise required by law.

(6) Conciliation or mediation, whether by the Department or by direction of the Tribunal, is not a precondition to, and shall not delay-

(a) an urgent essential-service application;

(b) an unlawful-eviction application;

(c) a serious safety matter; or

(d) another matter requiring immediate interim relief.

50. Minor disputes

(1) In this Act, "minor dispute" means a dispute between a landlord and a tenant, between either of them and a property manager, or between persons claiming entitlement to money held under section 18 or 48, concerning-

(a) the return of, or a deduction from, a security deposit, holding deposit or advance rent;

(b) liability for, or the amount of, a utility or service charge;

(c) the calculation of arrears of rent or of another sum claimed to be outstanding under a residential tenancy, where the existence of the tenancy and the rent payable are not in dispute;

(d) a failure to provide a receipt, statement, copy of a tenancy agreement or variation, condition report, inventory, condominium by-law or notice concerning a property manager as required by section 5, 6, 11(1) or 12;

(e) the carrying out of a repair or maintenance obligation under section 23 or 24 or Schedule 2, where responsibility for the repair is not genuinely disputed;

(f) the lodgement of tenancy information under section 7;

(g) entitlement to money held under section 18 or 48, subject to section 18(5); or

(h) any other prescribed dispute of a minor or administrative nature,

where the amount in dispute, if any, does not exceed the prescribed limit.

(2) A dispute is not a minor dispute to the extent that it requires the determination of-

(a) possession, the termination of a tenancy, eviction or abandonment;

(b) the reasonableness of a proposed rent increase;

(c) the imposition of a civil penalty;

(d) a claim for compensation or damages exceeding the prescribed limit;

(e) an allegation of unlawful eviction, harassment, retaliatory conduct or deliberate interruption of an essential service; or

(f) a matter which the Tribunal may not determine by reason of section 59(3).

(3) A claim shall not be divided for the purpose of bringing it within the prescribed limit.

51. Director's determination of minor dispute

(1) The Director may determine a minor dispute where-

(a) a complaint concerning it has been made under section 49; and

(b) the matter has not been resolved by conciliation or mediation within such period as the Director considers reasonable, or a party has declined to participate in conciliation or mediation.

(2) Before making a Director's determination, the Director shall-

(a) give each party written notice of the complaint and of the substance of any information on which the Director proposes to rely;

(b) give each party a reasonable opportunity, of not less than 7 days, to make written representations and to produce documents; and

(c) consider any representations and documents received.

(3) The Director may determine a minor dispute on the documents or after meeting the parties, and may make such enquiries as the Director considers appropriate.

(4) A Director's determination may-

(a) require a party to pay a sum not exceeding the prescribed limit;

(b) direct the return of the whole or part of a security deposit, holding deposit or advance rent;

(c) declare the amount of arrears of rent or of another sum due;

(d) direct a party to provide a document or information required by this Act;

(e) direct a landlord to carry out a specified repair within a specified reasonable period;

(f) direct the release of money held under section 18 or 48;

(g) dismiss the complaint; or

(h) make any ancillary direction necessary to give effect to the Director's determination.

(5) A Director's determination shall not order possession, terminate a tenancy, impose a civil penalty or determine a matter referred to in section 50(2).

(6) The Director shall give a Director's determination in writing with reasons, serve it on each party and state in it the right to apply for review under section 54 and the period within which an application must be made.

(7) Where, at any stage, the Director considers that a matter is not a minor dispute, involves a genuine dispute of material fact which cannot fairly be resolved without oral evidence, or ought by reason of its complexity or importance to be determined by the Tribunal, the Director shall decline to determine it and may refer it to the Tribunal.

(8) Subject to section 54, a Director's determination takes effect on the expiry of 21 days after the day on which it is served on the last of the parties to be served and, on taking effect, binds the parties and is enforceable under section 65 as if it were an order of the Tribunal.

(9) The Director may at any time correct an accidental slip or omission in a Director's determination.

52. Director's notices

(1) Where the Director has reasonable grounds to believe that a person has contravened, or is contravening, a provision of this Act, the Director may serve on that person-

(a) a compliance notice requiring the person to take specified steps to comply with the provision within a specified period;

(b) a repair notice requiring a landlord to carry out, within a specified period, a specified repair for which the landlord is responsible under section 23 or Schedule 2;

(c) an information notice requiring the person to produce, within a specified period, information or documents reasonably necessary for the administration of this Act or the investigation of a complaint;

(d) a deposit return notice requiring a landlord to return the whole or a specified part of a security deposit, holding deposit or advance rent where the amount owed is not genuinely disputed; or

(e) an administrative breach notice requiring a person to correct a failure to comply with section 5, 6, 7, 11(1) or 12.

(2) A Director's notice shall-

(a) be in writing;

(b) state the provision concerned and the particulars of the contravention;

(c) specify the steps required;

(d) specify a reasonable period for compliance which, except in the case of a repair notice concerning an urgent repair within the meaning of section 25(2), shall not be less than 7 days; and

(e) state the right to apply for review under section 54 and the consequences of non-compliance under section 53.

(3) Before serving a repair notice or a deposit return notice, the Director shall give the person concerned a reasonable opportunity, of not less than 5 days, to make representations, except

where the Director considers on reasonable grounds that an urgent repair is required to prevent an imminent risk to health or safety.

(4) An information notice shall not require the disclosure of a communication protected by legal professional privilege.

(5) A Director's notice does not determine liability for compensation, affect a right to possession or impose a civil penalty.

(6) The Director may vary or withdraw a Director's notice by further notice served on the person concerned.

53. Failure to comply with Director's notice

(1) Where a person fails, without reasonable excuse, to comply with a Director's notice which has not been withdrawn, set aside or suspended, the Director or a person affected by the failure may refer the matter to the Tribunal.

(2) On a referral under subsection (1), the Tribunal may, after giving the person an opportunity to be heard-

(a) order compliance with the notice, with or without variation;

(b) order the payment of a sum which the notice required to be returned;

(c) impose a civil penalty under section 66; or

(d) make any other order which it may make under section 63.

54. Review by Tribunal of Director's determination or Director's notice

(1) Any of the following persons may apply to the Tribunal for review within 21 days after service of the decision concerned-

(a) a party aggrieved by a Director's determination;

(b) a person on whom a Director's notice is served; or

(c) a complainant whose complaint has been dismissed under section 51(4)(g).

(2) A review is by way of rehearing, and the Tribunal may receive evidence whether or not it was before the Director.

(3) On a review, the Tribunal may-

(a) confirm the Director's determination or Director's notice;

(b) vary it;

(c) set it aside;

(d) substitute its own determination or order; or

(e) remit the matter to the Director with directions.

(4) Where an application for review is made within the period specified in subsection (1), or within any extension of that period allowed under section 62(1)(l)-

(a) a Director's determination does not take effect, or ceases to have effect, pending the review; and

(b) the operation of a Director's notice is suspended pending the review, except that a repair notice concerning an urgent repair continues in effect unless the Tribunal otherwise orders.

(5) The Director is entitled to appear and be heard on a review.

(6) An order made on a review is an order of the Tribunal for the purposes of this Act.

55. Entry into occupied residential premises

(1) A power conferred by this Act, or a power under the Consumer Protection Act, 2025 exercised for the purposes of this Act, shall not be exercised by the Director, an authorised officer, the Tribunal or a person authorised by the Tribunal to enter or inspect occupied residential premises except-

(a) with the informed consent of the occupier;

(b) pursuant to a warrant, court order or Tribunal order which lawfully authorises entry and specifies its purpose, a reasonable time for entry and the persons authorised to attend; or

(c) under another written law which authorises the entry.

(2) A person entering premises under subsection (1) shall produce evidence of authority on request and shall cause no greater interference than is reasonably necessary.

(3) This section does not apply to entry by a landlord or property manager, which is governed by section 26.

PART VII

RESIDENTIAL TENANCIES TRIBUNAL

56. Establishment of Residential Tenancies Tribunal

(1) There is established a tribunal to be known as the Residential Tenancies Tribunal.

(2) The Tribunal shall exercise the jurisdiction conferred on it by this Act.

(3) Schedule 4 has effect with respect to the tenure of office of members, the proceedings of the Tribunal and related matters.

(4) The Minister shall ensure that the Tribunal is provided with a Secretary and such other public officers, accommodation and resources as are reasonably necessary for the effective and timely performance of its functions.

57. Membership of Tribunal

(1) The Tribunal consists of four members appointed by the Minister by instrument in writing, namely-

(a) a Chairperson, who shall be an attorney-at-law of not less than seven years' standing;

(b) a person nominated by the Director, having knowledge of or experience in consumer affairs or dispute resolution;

(c) a person having substantial experience in property management, construction or real estate; and

(d) a person nominated by the Commissioner of Inland Revenue, having knowledge of or experience in property valuation.

(2) The Minister shall, in the same manner, appoint an alternate member for each member, possessing the qualifications required of that member, who may act in place of that member when the member is absent, unable to act or disqualified from sitting.

(3) A person is not qualified to be appointed, or to continue, as a member or an alternate member if that person-

(a) is a member of either House of Parliament;

(b) is an undischarged bankrupt; or

(c) has been convicted of an offence involving dishonesty or moral turpitude.

(4) A member nominated under subsection (1)(b) or (d) sits in a personal capacity and not as the representative of the nominating authority.

(5) A member appointed under subsection (1)(b), or that member's alternate, shall not sit in proceedings for review under section 54, or in proceedings referred to the Tribunal by the Director or to which the Director is a party.

(6) In the exercise of its adjudicative functions, the Tribunal and each member shall act independently and impartially and shall not be subject to the direction or control of any other person or authority.

(7) The members and alternate members of the Tribunal shall be paid such remuneration and allowances as the Cabinet may determine, out of moneys appropriated by Parliament for the purpose, and the remuneration of a member-

(a) is payable whether or not the member is selected to sit on a panel in a particular matter; and

(b) shall not be reduced during the member's term of office.

(8) The Minister shall cause notice of every appointment under this section to be published in the Gazette.

58. Sittings and decisions of Tribunal

(1) Subject to subsection (3), for the hearing and determination of a matter, the Tribunal shall be constituted by a panel of three of its members, comprising the Chairperson, who shall preside, and two other members selected by the Chairperson having regard to the nature of the matter, the expertise of the members and the need to avoid any conflict of interest.

(2) A decision of a panel is the decision of the Tribunal and shall be by a majority of the members sitting.

(3) The Chairperson sitting alone may-

(a) make an interim order under section 62(1)(k) or (2);

(b) give procedural directions;

(c) extend time under section 62(1)(l);

(d) make an order by consent of the parties or record a settlement under section 49(4); and

(e) determine an application for review under section 54 of a Director's determination where all parties consent.

(4) An order made by the Chairperson sitting alone under subsection (3)(a) may, on application, be varied or set aside by a panel.

(5) A reference in this Act to the Chairperson includes the alternate member for the Chairperson when acting in that capacity.

59. Jurisdiction of Tribunal and reserved matters

(1) Subject to this section and section 60(2), the Tribunal has original jurisdiction to hear and determine a dispute, application or complaint arising under this Act, and jurisdiction to review Director's determinations and Director's notices under section 54.

(2) The Tribunal may determine an incidental question necessary to decide a matter within its jurisdiction.

(3) The Tribunal shall not determine any of the following matters (in this section referred to as "reserved matters")-

(a) title to land;

(b) rectification of the land register;

(c) validity or cancellation of a registered proprietary interest;

(d) forfeiture or relief against forfeiture where the Registered Land Act expressly assigns the matter to the High Court;

(e) a constitutional claim;

(f) an application for judicial review; or

(g) criminal liability for an offence.

(4) Subsection (3) does not prevent the Tribunal from determining possession where doing so does not require it to determine a reserved matter.

(5) Where a reserved matter is genuinely determinative, the Tribunal may-

(a) stay proceedings;

(b) refer the parties to the competent court; or

(c) decide any severable matter within its jurisdiction.

60. Applications to Tribunal and mediation

(1) An application may be made by-

(a) a landlord;

(b) a tenant;

(c) a property manager in relation to a matter affecting that person;

(d) the Director; or

(e) another person having sufficient legal interest.

(2) An application concerning a minor dispute shall not be made to the Tribunal unless a complaint concerning it has first been made to the Department under section 49, except where-

(a) the matter is joined with a matter which is not a minor dispute;

(b) the Director has declined to determine the matter or has referred it to the Tribunal;

(c) the Director has not made a Director's determination within 60 days after the complaint was made; or

(d) the Tribunal is satisfied that urgency or the interests of justice require the application to be heard.

(3) The Tribunal may permit-

(a) amendment;

(b) joinder;

(c) consolidation;

(d) electronic filing;

(e) representation; and

(f) urgent filing.

(4) The Tribunal may refer an appropriate matter to mediation by the Department or another mediator, subject to section 49(6).

61. Procedure

(1) The Tribunal shall-

(a) act fairly;

(b) observe natural justice;

(c) afford each affected party a reasonable opportunity to be heard; and

(d) give written reasons for a final decision.

(2) The Tribunal may regulate its procedure consistently with this Act, Schedule 4 and any Regulations made under this Act.

(3) The Tribunal is not bound by strict rules of evidence but shall act on evidence which is relevant, reliable and fairly obtained.

(4) Hearings are public unless the Tribunal determines that privacy, safety, welfare of a child, confidential information or the interests of justice justify a private hearing.

(5) The Tribunal shall seek, so far as reasonably practicable, to determine-

(a) urgent essential-service and unlawful-eviction applications within 3 business days;

(b) possession applications within 60 days;

(c) applications for review under section 54 within 45 days; and

(d) other applications within 90 days.

(6) Failure to meet a target in subsection (5) does not invalidate proceedings or a decision, but material delay and the reason for it shall be recorded.

62. Powers and interim orders

(1) The Tribunal may-

(a) summon witnesses;

(b) administer oaths;

(c) require documents;

(d) order disclosure;

(e) receive affidavit, oral or electronic evidence;

(f) appoint or obtain assistance from an independent assessor, valuer or expert;

(g) proceed in the absence of a properly served party;

(h) set aside an order made in absence where justice requires;

(i) correct an accidental error;

(j) inspect premises or authorise inspection by a suitably qualified person where reasonably necessary, subject to section 55;

(k) make an interim order pending the final determination of a matter;

(l) extend a time limit prescribed by this Act for making an application to the Tribunal, whether before or after its expiry, where there is a reasonable explanation for the delay and no substantial injustice would result; and

(m) give procedural directions.

(2) The Tribunal may make an interim order without prior notice where delay would create a serious risk to-

(a) health;

(b) safety;

(c) essential services;

(d) lawful occupation; or

(e) effectiveness of final relief.

(3) A person affected by an order made without notice shall be given an early opportunity to be heard.

63. Orders and remedies

(1) The Tribunal may-

(a) declare rights and obligations;

(b) order payment or repayment;

(c) order repair;

(d) order restoration of an essential service;

(e) restrain harassment;

(f) regulate lawful access;

(g) determine a proposed rent increase under section 17;

(h) authorise set-off;

(i) make an order concerning a security deposit;

(j) order possession;

(k) restore possession following unlawful eviction;

(l) award compensatory damages;

(m) order rent abatement;

(n) approve or enforce a settlement;

(o) impose a civil penalty under section 66;

(p) award reasonable costs; and

(q) make any ancillary order necessary to give effect to its jurisdiction.

(2) Damages awarded by the Tribunal are compensatory.

(3) Nothing in subsection (2) prevents imposition of a civil penalty under section 66.

(4) In exercising a discretionary remedy, the Tribunal shall consider proportionality, seriousness, duration, remedial action, loss and the conduct of the parties.

64. Appeals

(1) A person aggrieved by a final order of the Tribunal may appeal to the High Court within 28 days after service of the order.

(2) An appeal from an order of the Tribunal made on a review under section 54 of a Director's determination lies only on a question of law.

(3) An interlocutory order may be appealed only with leave of the Tribunal or the High Court.

(4) An appeal does not automatically stay the order.

(5) The Tribunal or the High Court may grant a stay on terms.

(6) The High Court may-

(a) confirm;

(b) vary;

(c) set aside;

(d) remit; or

(e) substitute an order which the Tribunal could lawfully have made.

65. Enforcement

(1) A final order of the Tribunal, including a possession order, or a Director's determination which has taken effect under section 51(8), may be registered in the Magistrate's Court and, upon registration, is enforceable and may be executed as an order of that Court, notwithstanding any limit on the civil jurisdiction of that Court.

(2) A certified copy of an order of the Tribunal, a Director's determination or a Director's notice is admissible without further proof of its making.

(3) Failure to comply with an order of the Tribunal may be dealt with under this Act or any other applicable enforcement law, but a person shall not be punished twice for the same contravention.

PART VIII

CIVIL PENALTIES, OFFENCES AND SERVICE

66. Civil penalties

(1) The Tribunal may impose a civil penalty not exceeding EC$10,000 where satisfied on the balance of probabilities that a person has committed a serious or repeated contravention of-

(a) section 7;

(b) section 11(2);

(c) section 19;

(d) section 22;

(e) section 27;

(f) section 31;

(g) section 34(4);

(h) section 40; or

(i) a Director's notice, on a referral under section 53.

(2) Before imposing a penalty, the Tribunal shall give the person concerned written notice of the alleged contravention and of the maximum penalty proposed, and a reasonable opportunity to respond.

(3) In fixing the amount, the Tribunal shall consider-

(a) seriousness;

(b) duration;

(c) whether deliberate;

(d) previous contraventions;

(e) benefit obtained;

(f) loss caused;

(g) remedial action; and

(h) ability to achieve deterrence without disproportionality.

(4) A civil penalty is not compensation and shall be paid into the Consolidated Fund.

(5) Where criminal proceedings have been instituted for substantially the same conduct, the Tribunal shall not impose a civil penalty unless the criminal proceedings are discontinued or the charge does not result in conviction.

(6) Payment of a civil penalty does not prevent compensatory relief.

67. Offences

(1) A person commits an offence who-

(a) knowingly evicts or attempts to evict a tenant contrary to section 40;

(b) deliberately interrupts an essential service contrary to section 27 for the purpose of forcing the tenant to leave;

(c) intentionally engages in serious or repeated harassment for the purpose of forcing surrender of possession or a statutory right; or

(d) uses or threatens unlawful violence to obtain possession.

(2) A person convicted under subsection (1) is liable on summary conviction to-

(a) a fine not exceeding EC$25,000;

(b) imprisonment for a term not exceeding one year; or

(c) both.

(3) A person commits an offence who-

(a) knowingly makes a materially false statement in a lodgement under section 7 or in a notice served under this Act;

(b) knowingly makes a false statutory declaration under section 37;

(c) fraudulently disposes of substantial property belonging to a tenant after purported abandonment;

(d) knowingly obstructs lawful execution of a possession order;

(e) knowingly destroys a record required to be retained under section 12 for the purpose of concealing a contravention;

(f) knowingly provides false or misleading information to the Director or an authorised officer, whether in a complaint, in representations or in response to an information notice;

(g) wilfully obstructs or hinders the Director, an authorised officer, a member of the Tribunal or a person authorised by the Tribunal in the performance of a function under this Act; or

(h) fails, without reasonable excuse, to comply with an order of the Tribunal, other than an order for the payment of money.

(4) A person convicted under subsection (3) is liable on summary conviction to-

(a) a fine not exceeding EC$10,000;

(b) imprisonment for a term not exceeding six months; or

(c) both.

(5) Where an offence continues after conviction or a lawful order requiring cessation, the offender is liable to a further fine not exceeding EC$1,000 for each day during which the offence continues.

(6) Criminal liability is without prejudice to restitution or compensation.

68. Offences by bodies corporate

(1) Where an offence committed by a body corporate is proved to have occurred with the consent or connivance of, or to be attributable to neglect by-

(a) a director;

(b) a manager;

(c) a secretary;

(d) another officer; or

(e) a person purporting to act in any such capacity,

that person also commits the offence.

(2) Where the affairs of a body corporate are managed by its members, subsection (1) applies to a member performing management functions.

(3) It is a defence for a person charged under this section to prove that the person exercised due diligence and took all reasonable steps to prevent the offence.

69. Service of documents and notice periods

(1) A notice or document may be served-

(a) personally;

(b) by leaving it at the recipient's last known residence or business address with an adult apparently residing or employed there;

(c) by registered post or traceable courier;

(d) by electronic communication where the recipient has agreed to that means;

(e) by affixing it conspicuously at the premises after reasonable unsuccessful attempts at service under paragraphs (a) to (c), where the document relates to those premises; or

(f) in another prescribed manner.

(2) The Tribunal, or the Director in relation to a matter before the Department, may authorise substituted service.

(3) A notice shall not be invalid merely because of an immaterial defect which causes no substantial prejudice.

(4) In calculating a statutory notice period-

(a) the day of service is excluded; and

(b) the day of expiry is included.

(5) Where the Registered Land Act requires a longer notice period for the termination of a tenancy, or requires such a notice to expire on a particular day, a notice under this Act shall comply with that requirement.

PART IX

MISCELLANEOUS, TRANSITIONAL AND CONSEQUENTIAL PROVISIONS

70. Protection from personal liability

(1) No action or other proceeding lies against the Director, an authorised officer, a member or alternate member of the Tribunal or the Secretary to the Tribunal in respect of an act done or omitted in good faith in the performance or purported performance of a function under this Act.

(2) Subsection (1) does not affect any liability of the Crown.

71. Regulations

(1) The Minister may make Regulations for giving effect to this Act.

(2) Regulations may provide for-

(a) forms, other than those set out in Schedule 3, including forms of complaint, application to the Tribunal, application for review, Director's determination and Director's notice;

(b) lodgement procedures;

(c) electronic systems;

(d) trust-account administration;

(e) condition reports;

(f) habitability standards;

(g) urgent repairs;

(h) utility and service-charge information;

(i) abandoned property;

(j) mediation;

(k) complaints, conciliation, Director's determinations and Director's notices;

(l) disputes which are minor disputes under section 50(1)(h);

(m) Tribunal practice;

(n) fees;

(o) record-keeping;

(p) short-term exclusions;

(q) statistical reporting; and

(r) any matter required or permitted to be prescribed.

(3) Regulations shall not-

(a) contravene section 13(2);

(b) authorise eviction without lawful adjudication; or

(c) confer upon the Department power to determine a matter which is not a minor dispute, or to make a determination which is not subject to review by the Tribunal.

(4) Regulations made under this section shall be published in the Gazette.

(5) The Minister may, by Order published in the Gazette, amend Schedule 1 or Schedule 3.

72. Existing tenancies and transitional provisions

(1) Subject to this Part, this Act applies to a residential tenancy existing at the commencement of this Act.

(2) An existing fixed-term tenancy continues for the remainder of its term.

(3) A term inconsistent with sections 22, 26, 27, 31 or 40 is ineffective from the commencement of this Act to the extent of the inconsistency.

(4) A landlord of an existing oral tenancy shall, within 90 days after the commencement of this Act, provide a written statement containing the particulars reasonably available under Schedule 1.

(5) An existing residential tenancy shall be lodged under section 7 within 90 days after the commencement of this Act.

(6) The maximum deposit in section 19 does not require repayment of an excess deposit lawfully received before the commencement of this Act merely by reason of that commencement, but-

(a) no further security may be demanded until the total is within the statutory maximum; and

(b) the accounting and return obligations apply to the existing deposit.

(7) A notice lawfully served before the commencement of this Act is not invalid merely because this Act subsequently comes into force.

(8) Proceedings commenced before the commencement of this Act continue under the law applicable when commenced unless the competent court or tribunal, after hearing the parties, orders otherwise where lawfully empowered.

73. Savings in respect of Rent Restriction Act

(1) Notwithstanding the amendment of the Rent Restriction Act, Cap. 378 by section 74(1), that Act continues to apply in relation to a residential tenancy for the purpose of-

(a) completing a proceeding commenced before the commencement of this Act;

(b) enforcing an order or determination made before the commencement of this Act;

(c) preserving a right or liability accrued before the commencement of this Act; and

(d) prosecuting an offence committed before the commencement of this Act.

74. Consequential amendments

(1) Section 3 of the Rent Restriction Act, Cap. 378 is amended by inserting at the end of the section the following proviso-

"Provided further that this Act shall not apply to a residential tenancy to which the Landlord and Tenant (Residential Tenancies) Act, 2026 applies."

(2) The Recovery of Rent Act, Cap. 371 is amended by inserting after section 1 the following section-

"1A. Residential tenancies excluded

(1) This Act does not apply to distress for rent arising under a residential tenancy to which the Landlord and Tenant (Residential Tenancies) Act, 2026 applies.

(2) Subsection (1) does not affect-

(a) a liability finally determined before the commencement of this section;

(b) a judicial proceeding commenced before the commencement of this section; or

(c) a distress lawfully completed before the commencement of this section."

(3) The Small Tenements Act, Cap. 406 is amended by inserting after section 3 the following section-

"3A. Residential tenancies governed by Landlord and Tenant (Residential Tenancies) Act

(1) This Act does not apply to proceedings between landlord and tenant for possession of residential premises to which the Landlord and Tenant (Residential Tenancies) Act, 2026 applies.

(2) Subsection (1) does not affect a proceeding commenced before the commencement of this section."

SCHEDULE 1

PRESCRIBED PARTICULARS OF RESIDENTIAL TENANCY AGREEMENT

(section 5)

A residential tenancy agreement shall include, so far as applicable-

1. Full names and contact information of landlord and tenant.
2. An address in Antigua and Barbuda for service on the landlord.
3. Name, contact information and authority of a property manager.
4. Address and sufficient description of the residential premises.
5. Furniture, appliances, parking spaces, storage areas and other facilities included.
6. Commencement date.
7. Whether the tenancy is fixed-term or periodic.
8. Expiry date of a fixed term.
9. Rent, due date, payment frequency and permitted payment methods.
10. Circumstances in which rent may be reviewed.
11. Amount of security deposit.
12. Amount of any advance rent.
13. Responsibility for utilities.
14. Repair and maintenance responsibilities.
15. Rules concerning occupants, pets, assignment, subletting and alterations.
16. Notice addresses and agreed electronic methods of service.
17. Emergency repair contact.
18. Inventory and condition report.

19. Any lawful condominium by-laws materially affecting occupation.

20. Signatures and date.

SCHEDULE 2

RESPONSIBILITY FOR REPAIRS AND MAINTENANCE

(section 23)

PART A – LANDLORD

1. Structure, roof, foundations, external walls and weatherproofing.

2. Main plumbing, drainage, sanitation and electrical installations, except damage caused by the tenant.

3. Fixtures and appliances supplied with the premises which fail through fair wear and tear, subject to the tenancy agreement and reasonable expected life of the item.

4. Compliance with public-health, building, fire and safety requirements for which the owner is responsible.

5. Common areas and essential services under the landlord's control.

6. Pre-existing defects affecting habitability.

7. Repairs required because of age, structural failure or ordinary deterioration for which the tenant is not responsible.

PART B – TENANT

8. Routine cleaning.

9. Replacement of consumable items associated with ordinary occupation, including light bulbs and accessible filters, unless otherwise agreed.

10. Minor household maintenance reasonably arising from ordinary use where expressly allocated by the agreement.

11. Repair or reasonable cost of damage caused deliberately or negligently by the tenant, an occupant or guest.

12. Garden or yard maintenance where-

    (a) exclusively let to the tenant; and

    (b) expressly stated in the agreement.

13. Prompt reporting of a defect likely to cause injury or further substantial damage.

PART C – GENERAL

14. Fair wear and tear is not damage for which the tenant is liable.

15. No allocation in this Schedule permits contracting out of the landlord's mandatory obligations under section 23.

SCHEDULE 3

PRESCRIBED FORMS

FORM 1

RESIDENTIAL TENANCY INFORMATION LODGEMENT

(section 7)

Landlord

Name: _____

Address for service: _____

Telephone/email: _____

Property manager, if any

Name: _____

Contact: _____

Tenant

Name: _____

Premises

Address: _____

Tenancy

Commencement date: _____

Fixed / Periodic: _____

Expiry date, if applicable: _____

Rent: EC$ _____

Payment frequency: _____

Security deposit: EC$ _____

Advance rent, if any: EC$ _____

Utilities payable by tenant: _____

The information in this lodgement is supplied for administrative purposes under the Landlord and Tenant (Residential Tenancies) Act, 2026 and does not constitute registration of an interest in land or proof of title.

Signed: _____

Date: _____

FORM 2

NOTICE OF PROPOSED RENT INCREASE

(section 16)

To: _____

Premises: _____

Current rent: EC$ _____

Proposed rent: EC$ _____

Amount of increase: EC$ _____

Percentage increase: _____ %

Proposed effective date: _____

Reasons:

_____

Basis relied upon:

_____

The proposed effective date must be at least 90 days after service.

You may apply to the Residential Tenancies Tribunal within **one month** after service if you consider the increase unreasonable.

Signed: _____

Date: _____

FORM 3

NOTICE OF RENT ARREARS

(section 35)

To: _____

Premises: _____

Amount claimed: EC$ _____

Period or periods: _____

Due date or dates: _____

Payment method: _____

If the arrears remain unpaid, possession proceedings may be commenced after the periods specified by section 35 of the Landlord and Tenant (Residential Tenancies) Act, 2026. If you dispute the amount claimed, you may make a complaint to the Department of Consumer Affairs.

This notice does not authorise eviction without a lawful possession order.

Signed: _____

Date: _____

FORM 4

NOTICE TO REMEDY BREACH

(section 36)

To: _____

Premises: _____

Breach alleged:

_____

Action required:

_____

Date by which remedy is required:

_____

If the breach is not remedied, an application may be made to the Residential Tenancies Tribunal.

This notice does not itself authorise eviction.

Signed: _____

Date: _____

FORM 5

ABANDONMENT WARNING NOTICE

(section 39)

To: _____

Premises: _____

The landlord believes the premises may have been abandoned for the following reasons:

_____

Attempts made to contact the tenant:

_____

Please contact:

_____

by:

_____

Failing a response within the period stated, which must be not less than 14 days after service, an application may be made to the Residential Tenancies Tribunal for an abandonment order.

Signed: _____

Date: _____

FORM 6

LANDLORD'S NOTICE TERMINATING PERIODIC TENANCY

(section 32)

To: _____

Premises: _____

The landlord gives notice that the periodic tenancy is to terminate on:

_____

The date of termination must be at least 90 days after service of this notice and must comply with any longer mandatory period applicable under the Registered Land Act. **This form is not used where possession is sought for rent arrears or another breach of the tenancy, for which Form 3 or Form 4 applies.**

If you do not vacate voluntarily, the landlord must obtain a possession order and may not remove you by self-help.

Signed: _____

Date: _____

FORM 7

NOTICE OF INTENTION TO SEEK POSSESSION FOR OWNER OCCUPATION, SALE OR MAJOR WORKS

(sections 37 and 38)

To: _____

Premises: _____

Ground relied upon:

[ ] Occupation by the landlord or another qualifying individual (section 37(2))

[ ] Occupation by an immediate family member of a qualifying individual

[ ] Genuine sale requiring vacant possession

[ ] Demolition

[ ] Substantial reconstruction or renovation

Proposed date for possession:

_____

Supporting particulars:

_____

Evidence to be relied on if an application is made to the Tribunal:

_____

The proposed date for possession must be at least 60 days after service of this notice. Where the ground relied upon arises under section 37, a statutory declaration made by the qualifying individual under section 37(4) must accompany this notice. This notice does not itself authorise eviction. If possession is not surrendered voluntarily, an order of the Residential Tenancies Tribunal must be obtained.

Signed: _____

Date: _____

SCHEDULE 4

CONSTITUTION AND PROCEEDINGS OF THE RESIDENTIAL TENANCIES TRIBUNAL

(section 56)

1. A member or alternate member holds office for such term, not exceeding three years, as is specified in the instrument of appointment, and is eligible for reappointment.

2. A member or alternate member may resign by notice in writing to the Minister, and the resignation takes effect on the date on which the notice is received or on any later date specified in it.

3. The Minister may revoke the appointment of a member or alternate member only where that person-

   (a) ceases to be qualified under section 57(3);

   (b) is incapable of performing the functions of a member by reason of infirmity of body or mind;

   (c) is absent without reasonable excuse from three consecutive sittings to which that person was summoned; or

   (d) is guilty of misconduct or neglect of duty, including a failure to comply with paragraph 6.

4. Before revoking an appointment under paragraph 3(b) or (d), the Minister shall give the person concerned written notice of the grounds and a reasonable opportunity to be heard.

5. Where a vacancy occurs, the Minister shall appoint a qualified person for the remainder of the term of the former member, and the alternate member acts in the meantime.

6. A member who has a direct or indirect interest in a matter before the Tribunal, or a relationship with a party which might reasonably give rise to an apprehension of bias, shall disclose the interest or relationship to the Chairperson and the parties and shall not sit in the matter.

7. A party may apply for the recusal of a member, and the application shall be determined by the panel without the participation of that member, or, where the application concerns the Chairperson, by the Chairperson with written reasons.

8. The proceedings of the Tribunal are not invalidated by a vacancy in its membership or by a defect in the appointment or qualification of a member.

9. The Tribunal may sit at such times and places in Antigua and in Barbuda as the Chairperson determines, and may conduct a hearing wholly or partly by video conference or other electronic means where fairness to the parties is not compromised.

10. The Secretary to the Tribunal shall-

    (a) receive applications and other documents filed with the Tribunal;

    (b) maintain a register of proceedings and orders;

    (c) keep the records of the Tribunal;

    (d) issue certified copies of orders; and

    (e) perform such other functions as the Chairperson directs.

11. An order of the Tribunal shall be in writing and signed by the Chairperson, and a copy certified by the Secretary is evidence of the order.

12. A member, alternate member, the Secretary or an officer of the Tribunal shall not disclose or use information obtained in the course of proceedings otherwise than for the purposes of the proceedings, the performance of a function under this Act, or as required by law or by order of a court.

13. The Chairperson shall, within three months after the end of each year, submit to the Minister a report on the work of the Tribunal during that year, including its caseload, timeliness and outcomes, and the Minister shall cause the report to be laid before Parliament.

EXPLANATORY MEMORANDUM

THE LANDLORD AND TENANT (RESIDENTIAL TENANCIES) BILL, 2026

The object of this Bill is to establish a comprehensive legal framework for the regulation of residential tenancies in Antigua and Barbuda. The Bill seeks to provide a fair and balanced system governing the relationship between landlords and tenants by clearly defining their respective rights and obligations and establishing minimum standards for residential accommodation.

The Bill makes provision for residential tenancy agreements, the payment and revision of rent, security deposits, repairs and maintenance, and the termination of tenancies. It preserves the freedom of landlords and tenants to negotiate the initial rent while introducing safeguards against unreasonable rent increases. It also provides protection against harassment, unlawful eviction and interference with essential services, while establishing procedures through which landlords may lawfully recover possession of their premises.

The Bill further confers administrative and dispute resolution functions on the Department of Consumer Affairs and establishes a Residential Tenancies Tribunal to determine residential tenancy disputes and grant appropriate remedies. It also provides for civil penalties, offences, transitional arrangements and consequential amendments to existing legislation, including the Rent Restriction Act, Cap. 378, to bring residential tenancies within the new statutory framework.

The Bill is divided into nine Parts and contains four Schedules.

Part I – Preliminary (clauses 1 to 4)

This Part provides for the short title, interpretation and application of the Act. It also prohibits contracting out of statutory protections and certain terms in residential tenancy agreements. **Short-term lettings of one month or less, including holiday rentals offered through online booking platforms, are outside the Act, as are halls of residence and similar student accommodation provided by educational institutions.**

Part II – Residential Tenancy Agreements and Administration (clauses 5 to 12)

Clauses 5 to 7 provide for written residential tenancy agreements, condition reports, inventories and the lodgement of residential tenancy information with the Department of Consumer Affairs.

Clauses 8 to 12 deal with the duration and renewal of tenancies, the effect of death, assignment and subletting, property managers and the keeping of payment records. A tenant who remains in

occupation after a fixed term with the landlord's consent holds a periodic tenancy, and a subtenancy is treated as a residential tenancy in its own right.

Part III – Rent, Rent Increases and Deposits (clauses 13 to 21)

Clauses 13 to 17 preserve the freedom of landlords and tenants to agree on initial rent and establish procedures for regulating and challenging unreasonable rent increases. An increase exceeding 25 per cent in any period of 12 months is presumed to be unreasonable unless the landlord shows that it is justified.

Clauses 18 to 21 provide for the deposit of rent with the Department in specified circumstances and regulate security deposits, holding deposits, advance rent and refunds.

Part IV – Rights and Obligations of Landlord and Tenant (clauses 22 to 31)

Clauses 22 to 27 provide for quiet enjoyment, repairs, maintenance, habitability, the tenant's duty of care, urgent repairs, lawful entry and the protection of essential services.

Clauses 28 to 31 regulate utility charges, alterations, overcrowding and premises unfit for habitation, and prohibit retaliatory conduct against tenants.

Part V – Termination, Eviction and Possession (clauses 32 to 45)

Clauses 32 to 36 regulate the termination of residential tenancies and establish grounds and procedures for obtaining possession, including cases involving rent arrears and breaches of tenancy obligations. They also provide for the surrender of a tenancy and enable the Tribunal to determine the date on which a tenancy ended when that date is disputed.

Clauses 37 to 40 provide for possession for personal occupation, sale, demolition or substantial works, abandonment and the prohibition of unlawful eviction.

Clauses 41 to 45 deal with rent pending proceedings, possession orders and their enforcement, compensation for holding over, final accounting and property left at the premises.

Part VI – Administration and Department of Consumer Affairs (clauses 46 to 55)

Clauses 46 to 49 confer administrative functions on the Department of Consumer Affairs and provide for authorised officers, trust monies, complaints, conciliation and mediation. A complaint may be made in writing or by electronic means.

Clauses 50 to 55 provide for the determination of minor disputes by the Director, the issuing and enforcement of Director's notices, review by the Tribunal and entry into occupied residential premises.

Part VII – Residential Tenancies Tribunal (clauses 56 to 65)

Clauses 56 to 58 establish the Residential Tenancies Tribunal and provide for its membership, sittings and decisions. The Tribunal consists of four members and ordinarily sits in panels of three, presided over by the Chairperson.

Clauses 59 to 65 prescribe the Tribunal's jurisdiction, procedures, powers and remedies, and provide for appeals and enforcement of its orders.

Part VIII – Civil Penalties, Offences and Service (clauses 66 to 69)

This Part provides for civil penalties, criminal offences, liability of bodies corporate, service of documents and the calculation of notice periods.

Part IX – Miscellaneous, Transitional and Consequential Provisions (clauses 70 to 74)

This Part provides for protection from personal liability, regulation-making powers, transitional arrangements for existing tenancies, savings in respect of the Rent Restriction Act and consequential amendments to other enactments. Clause 74 amends the Rent Restriction Act, Cap. 378, the Recovery of Rent Act, Cap. 371 and the Small Tenements Act, Cap. 406 so that those Acts do not apply to residential tenancies governed by the Bill.

Schedules

Schedule 1 specifies the particulars required in residential tenancy agreements.

Schedule 2 sets out repair and maintenance responsibilities.

Schedule 3 contains prescribed forms and notices.

Schedule 4 provides for the constitution and proceedings of the Residential Tenancies Tribunal.