Imagine you have just rented a three-bedroom apartment in the heart of Freetown. Shortly after moving in, you invite your friend to the house. As he enters the compound however, he sees your landlord and greets him politely. Instead of responding, your landlord shouts that he does not want to see all types of visitors in his property. If it were you, what would you do?

As strange as this scenario may sound, it is actually not uncommon for some abrasive landlords to harass, humiliate or intimidate their tenants especially if they live together. This is clearly in violation of the law which guarantees every tenant the right to quiet enjoyment of the property. This right has been described by Levi Solicitors as implying that “the landlord must not interfere (or allow anyone else to interfere) with the tenant’s enjoyment of the property.” To put it simply, it means that the tenant must live in peace without any disturbance from either the landlord or his agents. The covenant of quiet enjoyment goes to the root of a tenancy and distinguishes between someone paying rent and a licensee. The law considers this right as an implied term of every tenancy and would jealously protect it whether it is expressly stated in a tenancy agreement or not.

A landlord may breach a tenant’s right to quiet enjoyment in several ways. Perhaps the most notable example is where the landlord harasses a tenant or his guest as described above. A landlord may also violate the right if he carries out repairs without the tenant’s consent. In the case of Timothy Taylor Ltd V Mayfair House Corporation (2015), the High Court in England and Wales awarded £50,000 to a tenant whose landlord carried out a repair on the demised property without informing him. The court held that it breached his right to quiet enjoyment. Finally, a landlord violates the right to quiet enjoyment if he conducts “frequent or unnecessary visits or inspections.” It has to be noted however that lawful acts such as those stipulated in the tenancy agreement or to carry out emergency repairs are exempted. Also, actions taken by the landlord to collect overdue rent or prevent the commission of a crime in the property do not breach the covenant of quiet enjoyment.

If your landlord has breached your right to quiet enjoyment, there is a number of legal options available to you. Firstly, depending on the circumstances, you may seek damages (monetary compensation) against your landlord and obtain an injunction restraining him or his agents from continuing the acts. It is also possible (depending on the particular circumstances) to institute criminal proceedings for Intimidation as provided in Section 4 of the Public Order Act 1965. Alternatively, a tenant whose right to
quiet enjoyment has been infringed, may consider the act as amounting to ‘constructive eviction’ and is entitled to either terminate the tenancy or withhold rent.

In conclusion, while it is indisputable that a tenant has the right to enjoy the rented property without disturbance from his landlord, I think as best as possible you should try to resolve disputes with your landlord concerning quiet enjoyment through mediation instead of litigation. Bearing in mind the housing crisis in Freetown and the cost of litigation, a tenant who institutes legal action against his landlord may soon find himself both homeless and penniless.

Alimamy Sultan Koroma is a human rights lawyer. This blawg is intended solely for educational purposes and must not be relied upon as a piece of legal advice. Email at sultanalimamykoroma@gmail.com