

KENYA / JUDGMENT

Tailor v Ambundo [2025]

KEBPRT 324 (KLR)

[2025] KEBPRT 324 (KLR)

COURT

Business Premises Rent Tribunal

BEFORE

N Wahome, Joyce Murigi

CASE / FILE NUMBER

Tribunal Case E020 of 2025

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Tailor v Ambundo (Tribunal Case E020 of 2025) [2025] KEBPRT 324 (KLR) (19 June 2025) (Ruling)

Neutral citation:

[2025] KEBPRT 324 (KLR)

Republic of Kenya

In the Business Premises Rent Tribunal

Tribunal Case E020 of 2025

N Wahome, Chair & Joyce Murigi, Member

June 19, 2025

Between

Anilo Tailor

Applicant

and

John Brian Ambundo

Respondent

Ruling

1. This Ruling is on the Tenant/Respondents notice of preliminary objection dated 4th March 2025. The same is on the grounds that:-i.The Honourable court is devoid of jurisdiction to entertain the Application dated the 17th February 2025 the same having been pegged on a defective notice of termination of Tenancy dated 25/11/2024. ii.That the notice of

termination of tenancy dated 25/11/2024 was not filed at the Tribunal, lacks a reference number and therefore defective and illegal.iii.That the application is bad in law and legally untenable.

2. In response to the notice of preliminary objection, the landlord filed the Replying Affidavit sworn by George Nyambane on the 28/3/2025 and eventually the submissions dated 25/5/2025. On his part the Tenant also filed the submissions dated 8/5/2025.
3. We have perused the said notice of preliminary objection dated 4/3/2025 and the parties respective submissions and we are at pains to identify any issue or issues of law raised in the said notice that meets the threshold of such notice as envisaged in the case of Mukisa Biscuits Manufacturing Co. Ltd -vs- West End Distributors Ltd (1969) EA where Law J.A held that:-“A preliminary objection consists of a point of law which has been pleaded, or which arises by clear implication out of pleadings and which if argued as a preliminary point may dispose of the suit. Examples are an objection to the jurisdiction of the court or a plea of limitations or a submission that the parties are bound by the contract giving rise to the suit to refer the dispute to arbitration”.
4. In our view, the notice of termination by the landlord and dated 25/11/2025 did not require to be filed at the Tribunal nor to be allocated a reference. There is no such requirement under the landlord and Tenant (shops, Hotels and catering Establishments) Act (Cap.301).
5. Indeed Section 6 of the Act requires the Tenant to move the court appropriately on being served with a tenancy notice. The same provides that:-“A receiving party who wishes to oppose a Tenancy notice, and who has notified the requesting party under Section 4(5) of this Act that he does not agree to comply with the Tenancy notice, may before the date upon which such notice is to take effect, refer the matter to a Tribunal, whereupon such notice shall be of no effect until and subject to the determination of the reference by the Tribunal”.
6. The Tenant has not cited nor provided the Section of the law that has been breached by the landlord in issuing the tenancy notice dated 25/11/2025. In our view, the said notice is compliant with Section 4(2) of the Act and Regulation 4(1) of the Regulations to the Act and further It is in adherence to the requirements of Section 4(4) and 7 (1) of Cap. 301.
7. The Tenant has also in raising the question of jurisdiction not availed any materials before this court to show that the relationship between the parties was not as envisaged under Section 2(1) of the Act. The same provides that:-“Controlled tenancy means a tenancy of a shop, hotel or catering establishment-a.Which has not been reduced into writing and which-i.Is for a period not exceeding five years, orii.Contains, provision for termination, otherwise than for breach of covenant, within five years from the commencement thereof”.
8. We therefore do not find any merit in the notice of preliminary objection dated 4/3/2025 and proceed to dismiss the same with costs to the landlord.

RULING DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 19TH DAY OF JUNE 2025. HON. NDEGWA WAHOME, MBS - CHAIRPERSON HON. JOYCE MURIGI - MEMBER BUSINESS PREMISES RENT TRIBUNAL

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Prepared on 26 October 2026 · Esheria