



**THE REPUBLIC OF UGANDA**

**THE LANDLORD AND TENANT ACT, 2022.**





**THE REPUBLIC OF UGANDA**

I SIGNIFY my assent to the bill.

*Yoweri Museveni*

.....  
*President*

Date of assent: *12<sup>th</sup> April, 2022* .

**Act**

*Landlord and Tenant Act*

**2022**

THE LANDLORD AND TENANT ACT, 2022

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THE REPUBLIC OF UGANDA

**THE LANDLORD AND TENANT ACT, 2022.**

**AN ACT to regulate the relationship of landlord and tenant; to reform and consolidate the law relating to the letting of premises; to provide for the responsibilities of landlords and tenants in relation to the letting of premises; and for related matters.**

DATE OF ASSENT:

*Date of Commencement:*

BE IT ENACTED by Parliament as follows:

PART I—PRELIMINARY

**1. Application.**

(1) This Act applies to the letting of residential and business premises.

(2) The Minister may, with the approval of Parliament, by statutory instrument, exempt particular premises from the operation of the Act.

(3) Without limiting the general effect of subsection (2), this Act does not apply to the following arrangements—

- (a) residence at an institution, whether public or private, where the residence is merely incidental to detention or to the provision of medical, religious, educational, recreational or similar services;
- (b) residence in a hotel, motel, or other transient lodging; or
- (c) occupancy of premises under a tenancy created or arising under the terms of a contract of employment or any premises entered into in relation to such a contract.

## 2. **Interpretation.**

- (1) In this Act unless the context otherwise requires—

“annoyance” in relation to a tenancy means the unwarranted, unreasonable, offensive or unlawful interference in the use or enjoyment of rented premises;

“assignment” means the transfer of the rights or interest in the tenancy from one person to another;

“business” includes trade, profession or employment and includes any activity carried on by a body of persons; whether corporate or unincorporate;

“business premises” in relation to a tenancy means premises occupied by the tenant for the purposes of a business carried on by him or her;

“court” means a court of competent jurisdiction and includes local council courts;

“currency point” has the value assigned to it in Schedule 1 to this Act;

“landlord” means a person who lets premises under a tenancy and includes his or her duly authorised agent or a person who is in lawful possession of the premises and has the right to let them;

“lease” includes a sublease;

“Minister” means the Minister responsible for housing;

“premises” means business or residential premises to which this Act applies;

“rent” in relation to a tenancy, means the amount paid to a landlord by a tenant to occupy premises and use facilities and services;

“rented premises” in relation to a tenancy to which this Act applies, means business or residential premises let under the tenancy;

“residential premises” means—

- (a) premises which are used solely as a home, residence, sleeping place by a tenant and includes housing estates, tenements, apartment buildings, mobile homes;
- (b) mixed-use premises which are used simultaneously for both residential purposes and to carry out a home-based business;

“services” in relation to a tenancy, means the use of water, light or power, conservancy, sewerage facilities, sweeper, watchman, telephone or other amenities or facilities available to the tenant except—

- (a) the supplying of means, and the right of access to any place or accommodation accorded to the tenant by reason of the tenant’s occupation of the premises comprised in the tenancy;
- (b) capital expenditure on maintenance;

“tenancy” means a relationship created by a lease, agreement or assignment and includes a sub-tenancy but does not include a relationship between a mortgagor and mortgagee;

“tenancy agreement” means an agreement, in writing or otherwise, express or implied, under which a tenancy is created;

“tenant” means the person to whom premises are let under a tenancy;

“utilities” includes water, light or power, conservancy, sewerage facilities, sweepers, watchmen, telephone or other amenities or facilities available to the tenant.

(2) Notwithstanding anything in any other written law requiring the registration of tenancies, evidence of a tenancy may, for any of the purposes of this Act, be given in court, whether the tenancy is registered or not.

#### PART II—TENANCY AGREEMENTS

### 3. Making of tenancy agreements.

- (1) A tenancy agreement may be;
  - (a) made in writing;
  - (b) by word of mouth;
  - (c) partly in writing and partly by word of mouth;
  - (d) in the form of a data message; or
  - (e) implied from the conduct of the parties,

provided that where the parties execute a tenancy agreement, the landlord-tenant relationship between the parties shall be governed by the terms of the tenancy.

(2) A tenancy agreement in writing shall be in the form prescribed in schedule 2 to this Act, except that the parties may make some modifications to the prescribed form.

(3) Where a tenancy agreement is not in writing, the landlord shall keep a record—

- (a) of the particulars of the parties to the tenancy;

- (b) of the premises comprised in the tenancy;
  - (c) in the case of a non-citizen, of the details of the immigration status of the non-citizen; and
  - (d) of the details of the rent payable and the manner of payment.
- (4) The landlord shall give the tenant a copy of the record kept under subsection (3) within fourteen days of the tenant taking vacant possession of the premises.
- (5) A landlord shall not enter into a tenancy agreement—
- (a) with an individual, unless the individual provides his or her national identification card or alien's identification card, or any other identification document; or
  - (b) with a legal person, unless that person provides details of registration or other form of incorporation.
- (6) For the purposes of this section, "identification document" includes a national identification card, driving permit, passport or certified student identification card.
- (7) This section shall not affect a tenancy agreement entered into under any other law requiring a tenancy agreement to be made in a specific manner.

**4. Tenancy agreement of twenty five currency points or more to be in writing.**

A tenancy agreement of the value of twenty five currency points or more shall not be enforceable by action unless—

- (a) the agreement is in writing or in form of a data message; or
- (b) the party against whom enforcement is sought admits that the agreement was entered into.

**5. Landlord to give tenant copy of tenancy agreement.**

A landlord shall, immediately after a tenancy agreement is signed by the landlord and tenant, give a copy of the tenancy agreement to the tenant.

## PART III — TERMS AND CONDITIONS IN TENANCY

*Fitness for human habitation***6. Implied term as to fitness for human habitation.**

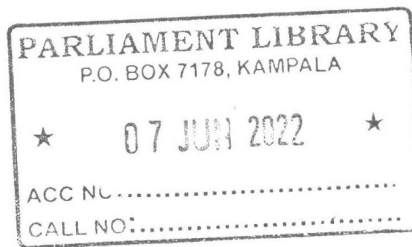
(1) Where a tenancy is for the letting of residential premises there is implied—

- (a) a condition that the premises are fit for human habitation at the commencement of the tenancy; and
- (b) an undertaking that the exterior of the premises and common areas shall be kept by the landlord, fit for human habitation, during the tenancy.

(2) Premises are not fit for human habitation under subsection (1) where the premises do not meet the requirements of the Public Health Act or the Building Control Act, 2013.

(3) Without limiting the general effect of subsection (1), in determining whether premises are fit for human habitation, regard shall be given to the condition of the premises in respect of repair, stability, internal arrangements, natural lighting, ventilation, water supply, drainage and sanitary conveniences and facilities for preparation and cooking of food and for the disposal of waste water.

(4) Except in case of an emergency, a landlord may, at reasonable times of the day after giving twenty-four hours' notice in writing or otherwise to the tenant, enter premises for the purpose of viewing their state and condition.



**Act**

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**2022**

*Repairing obligations*

**7. Duty to keep premises in repair.**

(1) Subject to section 8, there is implied in every tenancy a term that the landlord shall keep the premises maintained in good repair save that the obligation shall extend to the exterior parts of the premises and common areas..

(2) In determining the standard of good repair under subsection (1), regard shall be had to the age, character and prospective life of the premises and the locality in which the premises are situated.

**8. Exception to duty of landlord to repair premises.**

(1) The duty of the landlord to maintain the premises in good repair does not apply to repair of damage caused to the premises by the tenant's negligence or failure to take reasonable care.

(2) Where a tenant damages the premises or common areas, the landlord shall serve the tenant with a notice to repair the damage.

(3) The notice under subsection (2) shall be in the form prescribed by the Minister by regulations made under this Act.

(4) Except in the case of any emergency, where the landlord gives the tenant notice to repair under this section and the tenant does not repair the damage within fourteen days after the notice is given, the landlord may repair the damage at the expense of the tenant.

(5) After the landlord has effected repairs to the premises under subsection (4), the landlord shall serve the tenant with particulars of the cost of the repairs including the relevant supporting documentation to evidence the cost of the repairs.

(6) The tenant shall reimburse the landlord within a period of fourteen days after the notification by the landlord or the costs of the repairs may be deducted from any rent advance received by the landlord.