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**CHAPTER 160****SMALL TENEMENTS****ARRANGEMENT OF SECTIONS**

## SECTION

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**CHAPTER 160**
**SMALL TENEMENTS**
**An Act relating to the powers of Magistrates in connection with small tenements.** *12 of 1909  
5 of 1987*

*[Commencement 23rd August, 1909]*

1. This Act may be cited as the Small Tenements Act. Short title.

2. In this Act, unless the context otherwise requires — Interpretation.

“agent” means any person usually employed by the landlord in letting the premises, in collecting the rents thereof, or specially authorised to act in the particular matter by writing under the hand of such landlord;

“landlord” means the person entitled to the immediate reversion of the premises, or if the property be held in joint tenancy, co-parcenary or tenancy in common, means any one of the persons entitled to the reversion of the premises.

3. When the term or interest of the tenant of any premises held by him at will or for any term not exceeding one year, either without being liable to the payment of rent or at a rent not exceeding four dollars a month, shall have ended or been duly determined by a legal notice to quit or otherwise and such tenant or (if such tenant do not actually occupy the premises or only a part thereof) any person by whom the same or any part thereof shall be then occupied, shall neglect or refuse to quit and deliver up possession of the premises or of such part thereof respectively, the landlord or his agent may cause the person so neglecting or refusing to quit and deliver up possession to be served (in the manner hereinafter mentioned) with a written notice in the form set forth in the Schedule to this Act, signed by the said landlord or his agent, of his intention to proceed to recover possession under the authority and according to the mode prescribed in this Act, and if the tenant or occupier shall not thereupon appear at the time and place appointed and

When and where proceeding to recover possession of premises shall commence.  
*5 of 1987, s. 2.*

Schedule

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show to the satisfaction of the magistrate reasonable cause why possession should not be given under the provisions of this Act, and shall still neglect or refuse to deliver up possession of the premises or of such part thereof of which he is then in possession to the said landlord or his agent, such landlord or his agent may give to the magistrate proof of his holding, and of the end or other determination of the tenancy with the time or manner thereof, and when the title of the landlord has accrued since the letting of the premises, the right by which he claims the possession, and upon proof of service of the notice and of the neglect or refusal of the tenant or occupier, as the case may be, the magistrate may issue a warrant under his hand and seal to the peace officers of the district within which the premises are situated commanding them within a period not less than seven days or more than fourteen days from the date of such warrant, to enter (by force if needful) into the said premises and give possession of the same to such landlord or agent:

Provided that entry upon any such warrant shall not be made on a Sunday, Good Friday or Christmas Day, or at any time except between the hours of seven o'clock in the morning and six o'clock in the afternoon:

Provided also that nothing in this Act contained shall be deemed to protect any person on whose application and to whom any such warrant shall be granted from any action which may be brought against him by any such tenant or occupier for or in respect of such entry and taking possession when such person had not at the time of granting the same lawful right to the possession of the same premises.

Service, how made.

**4.** The notice of application intended to be made under this Act shall be served personally on the party holding over:

Provided that if the person so holding over cannot be found the posting up of the said notice on some conspicuous part of the premises held over shall be deemed to be good and sufficient service.

Cost of action.

**5.** In every case in which the person to whom any such warrant shall be granted had not at the time of granting the same lawful right to the possession of the premises, the obtaining of any such warrant as aforesaid

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shall be deemed a trespass by him against the tenant or occupier of the premises, although no entry shall be made by virtue of the warrant, and in case any such tenant or occupier will become bound before a magistrate with two good and sufficient sureties in such sum as to the magistrate shall seem reasonable, regard being had to the value of the premises and to the probable costs of an action, to sue the person to whom such warrant was granted without delay and to pay all the costs in such action in case a verdict shall pass for the defendant, or the plaintiff shall discontinue or not prosecute his action or become non-suit therein. Execution of the warrant shall be delayed until judgment shall have been given in such action of trespass, and if upon the trial of such action a verdict shall pass for the plaintiff, such verdict and judgment shall supersede the warrant so granted, and the plaintiff shall be entitled to double costs in the said action.

6. If the bond so taken be forfeited, or if upon the trial of the said action of trespass the judge before whom it shall be tried shall not endorse upon the judgment that the condition of the bond has been fulfilled, the party to whom the bond has been made may bring an action and recover thereon:

Bond, how recovered.

Provided that the court, where such action as last aforesaid shall be brought, may by a rule of court give such relief to the parties (upon such bond as may be agreeable to justice) and such rule shall have the nature and effect of a defeasance to such bond.

7. It shall not be lawful to bring any action against the magistrate by whom such warrant shall have been issued, or against any peace officer by whom the warrant may be executed, for issuing or executing the same respectively by reason that the person on whose application it shall be granted had no right to the possession of the premises.

Whom action may not be brought against.

8. Where the landlord at the time of applying for such warrant had a right to the possession of the premises or of the part thereof held over as aforesaid, neither he nor his agent nor any other person acting in his behalf shall be deemed a trespasser by reason of any irregularity or informality in the proceedings for obtaining possession under this Act.

Who not deemed a trespasser.

**SCHEDULE (Section 3)**

**FORM No. 1**

**NOTICE OF OWNER’S INTENTION TO APPLY TO MAGISTRATE TO RECOVER POSSESSION**

I, ..... (*Owner or Agent to the Owner as the care may be*) do hereby give you notice that unless peaceable possession of the premises situate in (*description of property*) which was held of me the said (*owner or Agent*) under a ..... tenancy which was determined by notice to quit in writing given on the ..... day of ..... and which premises are now held over and detained from the said (*Owner or Agent*) be given to the said (*Owner or Agent*) on or before the expiration of seven days from the service of this notice, I the said (*Owner or Agent*) shall on the ..... day of ..... at ..... o’clock apply to the Magistrate of the District of ..... to issue his warrant directing the Peace Officers of the said District to enter and take possession of the said premises and to eject any person therefrom.

Dated this ..... day of ..... A.D. 19 .....  
 ..... sd. (*Owner or Agent*).

**FORM No. 2**

**COMPLAINT BEFORE A MAGISTRATE**

The complaint of ..... (*Owner or Agent*) made before me Magistrate of the District of ..... who saith that he the said (*Owner or Agent*) did let to ..... certain premises under a ..... tenancy and that the said tenancy was determined by notice to quit in writing given by the said (*Owner or Agent*) on the ..... day of ..... and that on the ..... day of the said (*Owner or Agent*) did serve on (*the Tenant holding over*) a notice in writing of his intention to apply to recover possession of the said premises and that notwithstanding the said notice, the said (*Tenant holding over*) refused or neglected to deliver up possession of the said premises and still detains the same.

..... sd. (*Owner or Agent*).  
 Taken before me this ..... day of ..... A.D. 19 .....  
 ..... sd. (*Magistrate*).

**FORM No. 3****WARRANT TO PEACE OFFICER TO TAKE AND GIVE  
POSSESSION**

BAHAMA ISLANDS.

To any lawful Peace Officer of the District of .....

WHEREAS (*set out complaint*) I, ..... Magistrate of the District of do authorise and command you on any day within ..... days from the date hereof (except on Sunday, Christmas Day and Good Friday, *to be added if necessary*) between the hours of seven in the morning and six in the afternoon, to enter (by force if needful) with or without the aid of (*Owner or Agent*) or any other person whom you may think requisite to call to your assistance, into and upon the said premises and to eject thereout any person, and of the said premises full and peaceful possession to deliver to the said (*Owner or Agent*).

Given under my hand and seal this ..... day of  
..... A.D. 19 .....

..... sd. (*Magistrate*).