

RENT BILL, 2023

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A
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ENTITLED

RENT ACT, 2023

AN ACT to consolidate the law on rent, to reform the existing enactments on rent, to remove the inherent constraints on housing supply and offer incentives to stimulate private sector investment in the rental housing sector, to maintain the protection of low-income and vulnerable tenants from abuse and arbitrary actions and to provide for related matters.

PASSED by Parliament and assented to by the President:

Preliminary

Application

1. (1) This Act does not apply to
 - (a) premises where a public officer is a tenant by reason of employment and the Government is the landlord of the premises;
 - (b) a lease of land on which there are
 - (i) no premises at the time of the grant or renewal of the lease; or
 - (ii) premises but the premises are demolished and new premises erected within five years after the grant of the lease;

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- (c) a lease
 - (i) certified as being valid under the law which relates to concessions; and
 - (ii) under which the landlord is the Government and which relates to premises certified by the Minister as being premises let at a rent that does not yield financial gain to the Government;
 - (a) a market stall owned by a District Assembly; or
 - (e) prescribed premises.
- (2) This Act, except as otherwise provided, binds the Republic.

Administration

Rent Management Department

2. The Rent Management Department of the Ministry of Works and Housing is responsible for the general administration of this Act subject to the directions of the Rent Commissioner.

Functions of Rent Management Department

3. The Rent Management Department shall
- (a) interpret and provide technical support on all rent-related matters;
 - (b) examine complaints from any landlord, tenant or other interested persons through arbitration for the purposes of ensuring compliance with the provisions of this Act;
 - (c) assess the recoverable rent of any premises, whether or not the premises are occupied;
 - (a) take measures against tenants who have absconded, effect entry by force opening a door and search any premises under the authority and order of this Act;
 - (e) investigate any matter relating to this Act, referred to the Department by the Minister or a court order and work to resolve the matter or liaise with the Rent Magistrate for settlement;
 - (j) establish a database of Landlords and Tenants with the view of monitoring and coordinating rental activities relating to rental premises, details of tenants and interested parties;

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- (g) engage with real estate developers and hospitality service providers to enhance service delivery;
- (h) require the registration, discovery, inspection and production of documents on all rental premises; and
- (i) operationalise the National Rental Assistance Scheme in partnership with the private sector, to provide low-interest loans to eligible Ghanaians.

Appointment of Rent Commissioner

4. (1) The President shall, in accordance with article 195 of the Constitution, appoint a Rent Commissioner for the purposes of this Act.

(2) The Rent Commissioner is the administrative head of the Rent Management Department.

(3) The Rent Commissioner is subject to the general or special directions of the Minister.

Appointment of rent officers

5. (1) The President shall, in accordance with article 195 of the Constitution, appoint

- (a) a chief rent officer;
- (b) principal rent officers;
- (c) senior rent officers;
- (d) rent officers;
- (e) senior assistant rent officers; and
- (f) assistant rent officers.

(2) The officers specified in paragraphs (b) to (f) shall perform functions only in relation to the areas for which the officers are appointed.

Powers of rent officer

6. A rent officer may

- (a) require the attendance of parties and witnesses and may examine them on oath or otherwise;
- (b) subject to article 135 of the Constitution, require the discovery, inspection and production of documents;
- (c) enter and view, or order the inspection of premises under consideration;

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- (a) call in one or more assessors or experts to assist in the determination of a matter, the subject of consideration;
- (e) require a landlord of premises within the area for which that officer was appointed to provide information which the rent officer requires to perform the functions under this Act;
- (j) take into consideration a matter considered relevant and may give weight to the matter although that matter is not admissible under the law on evidence;
- (g) whether or not premises are occupied, assess the recoverable rent of the premises, on an application made by the landlord, a tenant or a person interested in the premises, and after an enquiry conducted by the rent officer;
- (h) examine a landlord, tenant or a person to ascertain whether this Act or a legislative instrument made under this Act is being observed;
- (i) take measures against a tenant who has absconded from the premises and may force open the doors of, and search, any premises under the authority of an order made by a Rent Magistrate for that purpose;
- (j) make complaints to a Rent Magistrate that an offence under this Act has been committed in order for a Rent Magistrate to investigate and determine the matter; and
- (k) subject to article 88 of the Constitution, cause the prosecution of the offender before the Rent Magistrate but a generally appointed public prosecutor may be authorised to prosecute in accordance with the law.

Appointment of other staff

7. (1) The President may, in accordance with article 195 of the Constitution, appoint for the Rent Management Department other employees that are necessary for the proper and effective performance of the functions of the Rent Management Department.

(2) The Rent Management Department may, for the efficient discharge of the functions of the Rent Management Department, engage the services of experts and consultants on the recommendations of the Rent Commissioner.

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(3) Other public officers may be transferred or seconded to the Rent Management Department or may otherwise give assistance to the Rent Management Department.

Regional and district offices of the Rent Management Department

8. (1) The Rent Management Department shall establish regional and district offices in places as determined by the Rent Management Department.

(2) A Regional Coordinating Council and a District Assembly shall provide office accommodation to the rent officers of a region and a district respectively.

(3) The Head Office of the Rent Management Department shall pay the salaries of the staff of the regional and district offices.

(4) A District Rent Office shall

- (a) sell rent cards;
- (b) charge fees for filing of complaints; and
- (c) license a person who provides services in relation to rental of accommodation.

Rent Magistrate

Procedure of Rent Magistrate

9. Subject to this Act and Regulations made under this Act, a District Magistrate who functions as a Rent Magistrate for the purposes of this Act shall have the same powers and observe the same procedure as a District Magistrate has and observes in the exercise of the ordinary jurisdiction of that Rent Magistrate.

Powers of Rent Magistrate

10. (1) A Rent Magistrate may

- (a) make a determination, an order or a decision under this Act, and take into account a relevant matter despite the inadmissibility of that matter under the law that relates to evidence;
- (b) by order, on an appeal by a landlord, tenant or a person who has an interest in the premises who is dissatisfied with the amount of the recoverable rent of the premises as assessed by the rent officer, vary the amount;
- (c) review decisions from a rent officer;

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- (a) by order, on a reference made by the Minister, assess the amount of the recoverable rent of any premises; and
 - (e) make an order for the ejection of a tenant from premises situated within the area of jurisdiction of the Rent Magistrate.
- (2) Without limiting the effect of subsection (1), the Rent Magistrate shall decide a matter which is
- (a) required by this Act to be determined by the Rent Magistrate; or
 - (b) referred by the Minister to the rent officer under this Act.
- (3) A Rent Magistrate shall not alter a condition of the tenancy other than the amount of the recoverable rent.

Decision on recoverable rent

11. An assessment of a Rent Magistrate as to the amount of the recoverable rent of premises is subject to an appeal to the High Court.

National Rental Assistance Scheme

Establishment of National Rental Assistance Scheme

12. There is established by this Act the National Rental Assistance Scheme.

Object of National Rental Assistance Scheme

13. The object of the National Rental Assistance Scheme is to assist eligible individuals in the formal and informal sector with low interest loans to enable the individuals pay rent advance to landlords.

Implementation of National Rental Assistance Scheme

14. The Ministry of Works and Housing in collaboration with the Ministry of Finance shall partner with relevant financial institutions to implement the National Rental Assistance Scheme.

Assessment of Recoverable Rent

Application for assessment of recoverable rent

15. (1) A landlord or tenant of premises or a person who has an interest in the premises may apply to a rent officer, in a prescribed form, for the assessment of the amount of the recoverable rent of the premises, whether or not the premises are occupied.

(2) For the purposes of subsection (1), the rent officer shall not entertain an application for an assessment of the premises, if an assessment has been made previously by that rent officer, unless the rent officer is satisfied that

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- (a) the circumstances that affect the question of the rent of the premises have materially altered since the last assessment of the rent of the premises;
- (b) the last assessment of the rent of the premises was obtained by fraud, misrepresentation or mistake;
- (c) fresh evidence of a material nature, which could not by the exercise of reasonable diligence have been produced when the last assessment of the rent of the premises was made, is now available;
- (a) the last assessment of the rent of the premises was made in the absence of a necessary or proper party whose absence was not due to a default or neglect on the part of that party; or
- (e) in the opinion of the rent officer, injustice has been occasioned.

Reference to Rent Magistrate to assess recoverable rent

16. The Minister may request a Rent Magistrate to assess, in a prescribed form, the amount of the recoverable rent of premises.

Appeal for variation of recoverable rent

17. (1) The landlord or tenant of premises or a person who has an interest in premises may appeal to a Rent Magistrate, in a prescribed form, for the re-assessment of the amount of the recoverable rent of the premises within seven days after the assessment by a rent officer.

(2) A person who appeals under subsection (1) shall, within

- (a) ten days after the assessment, send a copy of the statement of appeal to the rent officer with a request for the appeal to be transmitted to the Rent Magistrate within fourteen days after the receipt by the rent officer of the request;
- (b) fourteen days after the assessment, send copies of the statement of appeal to the landlord, the tenant and any other person interested in the premises.

(3) The statement of appeal shall

- (a) have attached copies of the relevant documents certified by the rent officer to be exact copies of those documents;
- (b) contain a statement of the facts of the matter; and
- (c) state the reason for the assessment.

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(4) The rent officer shall, within fourteen days after the receipt of the request, comply with the request.

(5) The Rent Magistrate to whom an appeal is made under subsection (1) may

- (a) refer a matter that relates to the appeal for further investigation by the rent officer; or
- (b) in accordance with this Act and Regulations made under this Act, vary the amount of the assessment.

Factors that affect the assessment of recoverable rent

18. A rent officer or a Rent Magistrate, who assesses the amount of recoverable rent of premises, shall take into account the

- (a) rateable value of the premises;
- (b) amount of the annual rates in respect of the premises, and where the premises are let in part, an apportionment of the rates attributable to that part;
- (c) estimated cost in respect of repairs or the maintenance of the premises;
- (d) amount of the recoverable rent for similar premises;
- (e) obligations of the landlord, tenant and any other person who has an interest in the premises under the lease; and
- (f) justice and merit of each case.

Certificate that relates to recoverable rent

19. Where a rent officer or a Rent Magistrate assesses the amount of the recoverable rent in respect of any premises, the rent officer or the Rent Magistrate shall, within twenty-one days, issue a certificate that specifies

- (a) the amount of the recoverable rent of the premises as assessed by that rent officer or Rent Magistrate;
- (b) the annual rates, or where part of the premises are let, the apportionment of the rates attributable to that part;
- (c) the amount of the rent apportioned for the premises without fixtures and furniture and the amount of the rent for fixtures and furniture, if the premises are let together with fixtures and furniture; and
- (d) any other prescribed particulars.

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Date on which recoverable rent becomes payable

20. (1) Where the amount of the recoverable rent of premises is assessed

- (a) for the first time under this Act; and
- (b) at an amount not more than the recoverable rent of the premises immediately before the assessment and an appeal is not lodged, the amount becomes payable with effect from the end of the month that follows the month in which the assessment was made.

(2) Where the amount of the recoverable rent of premises is assessed at an amount that is more than the amount of recoverable rent of the premises and an appeal does not lie from that assessment, the amount becomes payable if notice of one month in writing of the intention of the landlord to collect the amount in future is given to the tenant.

(3) Where the notice referred to in subsection (2) has not been given by the landlord, the recoverable rent payable in respect of the premises is the recoverable rent payable in respect of the premises immediately before the assessment mentioned in that subsection.

(4) Where the notice referred to in subsection (2) is given by the landlord, the amount of the recoverable rent becomes payable at the end of the month that follows the month in which the notice was given.

(5) Where a rent officer, Rent Magistrate or Court assesses the recoverable rent of premises under this Act at an amount different from the rent previously payable, the amount becomes payable as from a date fixed by the Rent Magistrate or Court but not earlier than the date on which the recoverable rent is payable.

Recovery of Possession and Ejectment and New Tenancy of Remodeled Premises

Recovery of possession and ejectment

21. (1) Subject to conditions for service of a notice to quit and the offence of inducing a tenant to quit, the Rent Magistrate or another Court shall not make or give an order against a tenant for the recovery of the possession of, or for the ejectment from premises except where

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- (a) the recovery of possession of the premises or the ejection from the premises is in accordance with this Act;
- (b) a rent lawfully due from the tenant has not been paid or tendered within one month after the date on which the rent became lawfully due;
- (c) an obligation of the tenancy, other than that specified in paragraph (a), so far as that obligation is consistent with this Act, has been broken or not performed;
- (d) the tenant or a person who resides with the tenant is guilty of conduct which is a nuisance or an annoyance to adjoining occupiers;
- (e) the tenant or a person who resides with the tenant is convicted of the use of or for allowing the premises to be used for an immoral or illegal purpose;
- (f) the condition of the premises has in the opinion of the rent officer, Rent Magistrate or Court deteriorated due to acts of waste by, or the neglect or default of the tenant or a person who resides with the tenant;
- (g) the tenant has given notice of the intention to quit in writing and in consequence of the notice the landlord has
 - (i) contracted to sell or let the premises, or
 - (ii) taken a step

as a result of which the landlord would, in the opinion of the rent officer, Rent Magistrate or Court, be seriously prejudiced if the landlord could not obtain possession;

- (h) the premises are constructed as a dwelling house and are reasonably required by the landlord for
 - (i) the personal occupation as a dwelling house by the landlord;
 - (ii) a member of the family of the landlord; or
 - (iii) a person in the full-time employment of the landlord;
- (i) the lease has expired and the premises which are constructed as business premises are reasonably required by the landlord to be used by the landlord for the business purposes of the landlord, and the landlord has given a written notice of not less than six months to the tenant before the expiration

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of the lease, of the intention to apply for an order for the recovery of the possession of the premises or the ejection from the premises;

- (j) the premises were let to the tenant by reason of the employment of the tenant in the service of the landlord and the employment has ceased; or
- (k) the landlord was personally in occupation of the premises and has let the premises substantially furnished for a term during the absence of the landlord from the country or that area of the country in which the premises are located and has returned and upon giving a written notice of not less than three months to the tenant before the expiration of the lease, requires the re-occupation of the premises for personal occupation.

(2) Subsection (1) does not apply to

- (a) proceedings by a person who claims under a title that is adverse and superior to the title under which the original tenancy by virtue of which the tenant became entitled to retain possession was derived;
- (b) proceedings against a person who derives title under the original landlord; or
- (c) proceedings by or on behalf of the Republic.

(3) An order given for the recovery of possession of or the ejection from premises due to deterioration caused by acts of waste by the neglect or default of the tenant or a person who resides with the tenant does not apply except where the lease has expired and the tenant is a statutory tenant and the landlord

- (a) intends to pull down the premises and construct new premises,
- (b) intends to remodel the premises which cannot be carried out with the tenant in occupation, or
- (c) requires possession of the premises to carry out a scheme of re-development, if the landlord has given a written notice of not less than six months to the tenant of the intention to apply for an order for the recovery of the possession of, or the ejection from, the premises.

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(4) The Rent Magistrate or Court may, in making an order in relation to subsection (3), make it a condition that if the landlord fails to carry out that intention within the period allowed by the Rent Magistrate or Court, the landlord shall reinstate the former tenant as a statutory tenant at the same rent as that formerly payable or pay to the tenant a compensation that the Rent Magistrate or Court considers reasonable.

(5) An order which grants the possession of, or the ejection from the premises where the landlord was personally in occupation and substantially furnished the premises and where the landlord has been absent from the country or from the area where the premises are located, shall not be made unless the lease is in writing and sets out that the lease has been granted for a term during the absence of the landlord from the country or that area.

(6) The Rent Magistrate or Court shall cause a copy of an order made under subsection (4) to be served on the rent officer for the area where the premises are located, and the rent officer shall take the proceedings that are necessary to ensure compliance with the terms of the order.

(7) An order made or given under the circumstances specified in paragraph (b) of subsection (2) is subject to an option of the tenant to acquire a new statutory tenancy under section 19 of the remodelled premises to which the order relates.

(8) Where the application for an order for repossession of premises or ejection from premises is because the premises are reasonably required by the landlord for a person in the full-time employment of the landlord, the Rent Magistrate or the Court shall not grant the order unless the Rent Magistrate or the Court is satisfied that the landlord usually provides premises for the occupation of an employee in the full-time employment of the landlord.

(9) The Rent Magistrate or Court making an order where the tenant has given notice of intention to quit in writing and in consequence, the landlord has contracted to sell or let the premises or taken a step which would seriously prejudice the landlord if possession is not obtained, shall have regard to the circumstances including the availability of alternative accommodation for the person for whose occupation the premises are

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required and whether greater hardship would be caused by the grant of the order than its refusal.

(10) The Rent Magistrate or Court who makes or gives an order or judgment for the recovery of the possession of premises or for the ejectment of a tenant from a premises, may

- (a) stay or suspend execution of the order or judgment; or
- (b) postpone the date of possession for the period specified by the Rent Magistrate or Court

and subject to the conditions, in regard to payment by the tenant of arrears of rent, *mesne* profits and any other sums of money that the Rent Magistrate or Court considers necessary and if the conditions are complied with, the Rent Magistrate or Court may discharge or rescind the order or judgment.

(11) An order for recovery of possession or ejectment given or made by the Rent Magistrate or Court shall state in full the name of the person who is to occupy the premises where the premises are required for

- (a) personal occupation;
- (b) a member of the family of the landlord; or
- (c) a person in the full-time employment of the landlord.

(12) An order or a judgment against a tenant for the recovery of the possession of premises or the ejectment from the premises made or given shall not affect the right of a sub-tenant before proceedings for recovery of possession or ejectment were commenced, to retain possession under this section, and the Rent Magistrate or Court may make another order or judgement as the Court considers necessary.

(13) A sub-tenant against whom an order or judgment is not enforceable shall, if the sub-tenant remains in possession after notice of the order or judgment, cease to be a sub-tenant of the tenant and become a tenant of the landlord.

(14) Where claim for recovery of possession of the landlord is based on the need of the premises by the landlord for

- (a) personal dwelling purposes,
- (b) a family member to use as a dwelling premises,
- (c) a full-time employee of the landlord, or
- (a) personal business use,

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and an order for recovery of the possession of or the ejection from premises is made or given in favour of the landlord, the landlord shall not, within two years after the date of the order, let the premises or a part of the premises without an order of the Rent Magistrate, except to the person for whom the premises were stated to be required in the proceedings in which the recovery or ejection was obtained.

Option for new tenancy of remodeled premises

22. (1) Where possession of premises is required for the grounds set out in paragraph (l) of subsection (3) of section 21 and the premises are vacated

- (a) pursuant to an order of the Rent Magistrate or Court, or
- (l) voluntarily after a notice given by the landlord,

the statutory tenant dispossessed has an option to be reinstated in the premises remodeled at the recoverable rent assessed in accordance with subsection (4).

(2) A statutory tenant who vacates the premises in accordance with subsection (1) shall give the name and address of the tenant to the rent officer, if that tenant proposes to exercise the option referred to in subsection (1).

(3) On application made by a tenant to the Rent Magistrate or Court who has jurisdiction over the area in which the premises are situated, the Rent Magistrate or Court may determine whether or not the tenant is entitled to reinstatement and order for the reinstatement if the tenant is entitled.

(4) Within one month after the completion of the renovation of the premises, the landlord shall apply to the rent officer for the assessment of the recoverable rent for the premises and the rent officer shall make the assessment of that rent.

(5) A statutory tenant of premises who has given the name and address under subsection (2) shall be made a party to the proceedings for the fixing of the recoverable rent for the premises before the rent officer.

(6) Where more than one person is entitled to be reinstated under subsection (1) and the remodeled premises contain insufficient accommodation for those tenants to be reinstated, priority shall, in default of agreement among the former tenants, be given to the tenant whose former tenancy was earlier in date.

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(7) Where a distinction cannot be made between one former tenant and another of the premises, in respect of priority of dates, the landlord of those premises shall apply to the Rent Magistrate or Court for a declaration as to the person entitled to be granted a tenancy.

(8) The Rent Magistrate or Court shall consider the balance of hardship between the former tenants and determine the person entitled to the tenancy.

(9) This section does not apply where possession of premises was taken under paragraph (b) of subsection (3) of section 21 and where on application subsequently made by the landlord or by a former tenant, the Rent Magistrate or Court is satisfied that the premises at the date of the application are unsuitable for use by the former tenants.

Obligations of Landlord

Rights of landlord

23. A landlord is entitled to

- (a) apply for an assessment of recoverable rent;
- (b) be issued with an assessment certificate after an assessment has been made by the rent officer or the Rent Magistrate;
- (c) appeal to the Rent Magistrate, if the landlord is not satisfied with a decision or a determination made by the rent officer;
- (a) give a written notice of one month to the tenant, after an assessment of recoverable rent has been made, before recoverable rent becomes payable; and
- (e) apply for recovery of possession or ejection of personal premises.

Responsibilities of landlord

24. A landlord shall

- (a) declare any vacant premises for a prospective client;
- (b) issue a tenancy agreement to a tenant before the demand and collection of the payment of rent advance;
- (c) not demand the payment of more than a legally-approved rent advance;
- (a) issue a receipt to a tenant at the time of payment by the tenant of any sum in respect of rent for premises;

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- (*ε*) provide a rent card to a tenant of the landlord within seven days after the commencement of the tenancy;
- (*υ*) appear before a rent officer or a Rent Magistrate when summoned to appear before the rent officer or Rent Magistrate at the date, time and venue specified in the summons;
- (*Ϸ*) provide any information required by a rent officer in accordance with this Act to aid the investigation and determination of the rent officer;
- (*η*) pay any statutory tax under the laws of this country in relation to rent; and
- (*ι*) not induce a tenant to quit from premises.

Conduct of proper check on tenant

25. (1) A landlord of premises shall conduct a proper check on a tenant before the landlord rents out the premises to a tenant.

(2) For the purposes of this section, a “proper check” means a verification of the background of a prospective tenant who requires vacant premises by

- (*a*) examining the nationality of the tenant by reference to the biodata of the tenant; and
- (*b*) means of a reference or a recommendation from another person in relation to the prospective tenant.

(3) A landlord who fails to conduct a proper check on a tenant commits an offence and is liable on summary conviction to a fine of not less than twenty-five penalty units and not more than fifty penalty units or to a term of imprisonment of not less than thirty days and not more than three months or to both.

Rent cards

26. (1) Further to paragraph (*ε*) of section 24, a landlord of premises on a monthly tenancy or a tenancy which is shorter than one month or a landlord of a hostel accommodation shall issue to the tenant of the premises, within seven days after the commencement of the tenancy, a rent card which specifies

- (*a*) the name and address of the landlord of the premises,
- (*b*) the name and address of the tenant of the premises,
- (*c*) the amount of the recoverable rent of the premises, and
- (*a*) any other prescribed particulars.

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(2) Where the particulars specified in a rent card are to be altered, the landlord shall call for the rent card from the tenant and make the appropriate alterations, within seven days after the alterations are decided on.

(3) A landlord of premises on a monthly tenancy or a tenancy which is shorter than one month or a hostel accommodation who fails to issue a rent card to the tenant of the premises within seven days after the commencement of the tenancy commits an offence and is liable on summary conviction to a fine of not less than five penalty units and not more than fifty penalty units or to a term of imprisonment of not less than seven days and not more than three months or to both.

Rent increase as a result of increase in rates

27. (1) A landlord of premises shall not collect from the tenant an increase of rent attributable to an increase of rates in respect of those premises unless the landlord has notified the tenant previously in writing in the prescribed form the amount of the old rates, new rates, and where a part of the premises is let,

- (a) the amount of the rates attributable to that part;
- (b) the amount of the increase in rent; and
- (c) the date from which the new rates take effect.

(2) Where a part of the premises is let and there is an increase in the rates in respect of the whole of those premises, a landlord shall not, unless the amount and increase are approved by the rent officer,

- (a) fix the amount of the rates attributable to that part; or
- (b) collect an increase in rent in respect of that part.

(3) A landlord of premises or a person interested in premises shall not collect the increase in rent attributable to an increase in rates in respect of a period before the increased rates were assessed.

Rent increase

28. A landlord of premises shall not increase the rent of the tenant unless the landlord

- (a) has made an improvement of beneficiary use to the tenant, and
- (b) has obtained permission from the Rent and Housing Management Department through the District Rent Office.

Compensation for improvements

29. Where a tenant who has made improvements to the premises, with the approval of the landlord, is requested to vacate those premises before the prescribed period, the landlord of those premises shall pay compensation for the improvements that may be ordered by the rent officer within the period specified by the rent officer.

Control of subletting

30. (1) A person, in the case of a monthly tenancy of premises or a tenancy of premises that is shorter than one month, shall not sublet the premises without the written consent of the landlord.

(2) A person in the case of a tenancy of premises, other than the tenancy specified in subsection (1), shall not sublet those premises, in the absence of express agreement in writing to the contrary, for a period in excess of the period of the tenancy.

(3) A person who sublets premises shall inform the landlord in writing within fourteen days after that person has sublet the premises and the terms of the sublet.

Prohibition on service of notice to quit

31. A landlord of premises shall not serve a notice to quit on a tenant of the premises within two years after the date of

- (a) an assessment order; or
- (b) a decision of a rent officer or Rent Magistrate or Court, unless there has been an appeal.

Obligations of Tenant

Rights of tenant

32. A tenant is entitled to

- (a) apply for an assessment of recoverable rent;
- (b) be issued with an assessment certificate after an assessment has been made by the rent officer or the Rent Magistrate;
- (c) be compensated for any agreed improvement made to the premises;
- (a) appeal to the Rent Magistrate, if the tenant is not satisfied with a decision or a determination made by the rent officer;

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- (e) be given a written notice of one month, after an assessment of recoverable rent has been made, before recoverable rent becomes payable;
- (j) sublet self-occupied premises with the written consent of the landlord; and
- (g) not to be charged for more than a legally-approved rent advance.

Responsibilities of tenant

33. A tenant shall

- (a) not use premises for immoral or illegal purposes;
- (b) not cause nuisance or annoyance to adjoining occupiers of the premises;
- (c) demand a tenancy agreement from the landlord before the payment of rent advance;
- (a) demand a receipt from the landlord at the time of payment to the landlord of any sum of money in respect of rent for premises;
- (e) demand a rent card from the landlord within seven days after the commencement of the tenancy;
- (j) provide any information required by a rent officer in accordance with this Act to aid the investigation and determination of the rent officer; and
- (g) appear before a rent officer or a Rent Magistrate when summoned to appear before such rent officer or Rent Magistrate at the date, time and venue specified in the summons.

Obligations of statutory tenant

34. A statutory tenant, who retains possession,

- (a) holds the premises as a tenant from month to month, and subject to that tenancy shall observe and is entitled to the benefit of the terms and conditions of the original tenancy, so far as those terms and conditions are consistent with this Act;
- (b) by reason of paragraph (c) of the definition of “statutory tenant” in section 47, shall in addition hold the premises subject to the restrictive covenants contained in the terms

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- and conditions of the lease between the landlord and the principal tenant;
- (c) may determine the tenancy by a notice which is required by law to determine a monthly tenancy of the premises where that law does not contain an express provision for determination; and
 - (a) is subject to the rights and powers conferred on a landlord under and by virtue of a provision of law relating to distress for arrears of rent.

C, fences

General offences

35. (1) A person who
- (a) demands or receives more than the recoverable rent for the premises despite a lease to the contrary,
 - (b) demands or receives a consideration, whether in money or in kind or in any other manner and whether by way of rent, fine, premium or otherwise, for the grant, renewal, continuance or assignment of a tenancy,
 - (c) is or acts as an agent or broker or go-between and demands or receives for services in connection with a procurement of a grant, renewal, continuance or an assignment of a tenancy, a consideration which exceeds five percent of the recoverable rent for one year of those premises,
 - (a) is or acts as an agent or broker or go-between and is not licensed in accordance with any enactment on real estate agency,
 - (e) demands or receives a price or consideration for the purchase or hire in excess of a reasonable price or consideration for the purchase or hire, where the purchase or hire of furniture, fittings, fixtures or any other articles is required by that person as a condition for the grant, renewal, continuance or assignment of a tenancy,
 - (j) enters into or carries out a fictitious or an artificial agreement which has the effect of an attempt to defeat the objects of this Act,

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- (g) is a landlord or tenant who fails to provide an information the landlord or tenant is required to provide by or under this Act,
- (h) is a landlord of premises who ejects a tenant of the premises for the failure to pay more than the recoverable rent of the premises,
- (i) is a landlord and has obtained possession under paragraph (l) of subsection (3) of section 21 and remodeled premises who fails to comply with the requirements of section 22,
- (j) is a landlord or a tenant who fails to attend a hearing as directed by a rent office, or
- (k) contravenes any other provision of this Act,

commits an offence and is liable on conviction to a fine of not less than twenty-five penalty units and not more than one hundred penalty units or to a term of imprisonment of not less than thirty days and not more than six months or to both.

(2) The Rent Magistrate or Court on the hearing of a charge which alleges the contravention of a provision of subsection (1), in addition to the imposition of a fine if the accused is convicted, may order the accused to pay to the tenant,

- (a) a sum of money received in excess of the rent lawfully recoverable,
- (b) the amount of the value of the consideration paid in contravention of a provision of paragraph (b) or (c) of subsection (1), and
- (c) the amount by which the price or consideration for the purchase or hire referred to in paragraph (a) of subsection (1) exceeds a reasonable price or consideration; and

the Rent Magistrate or Court may, if the accused is a principal tenant, order the ejection of the accused.

(3) This section does not prejudice the right of a person to recover by civil action the sums of money which the Rent Magistrate may order to be paid under subsection (2).

(4) Where a diminution of the rights of the tenant to use accommodation in common with others which renders the letting of the premises less favourable to the tenant without a correspondence of reduction in rent, that circumstance for the purpose of this Act, constitutes an increase in rent.

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- (5) A landlord who demands the payment in advance of
- (a) more than the rent for one month in a monthly tenancy or a tenancy which is shorter than one month, or
 - (b) more than the rent for one year in a tenancy which exceeds one year

as a condition of a grant, renewal or continuation of a tenancy commits an offence and is liable on summary conviction to a fine of not less than fifty penalty units and not more than one hundred penalty units or to a term of imprisonment of not less than three months and not more than six months or to both.

(6) Despite subsection (1), an assignor may, if apart from this section the assignor would be entitled so to do, require the payment by the assignee

- (a) of so much of the outgoing discharged by the assignor as is preferable to a period after the assignment takes effect;
- (b) of a sum of money which does not exceed the amount of an expenditure reasonably incurred by the assignor to carry out a structural alteration of the premises or to provide or improve fixtures, in the premises being fixtures which as against the landlord the assignor is not entitled to remove;
- (c) where the assignor became a tenant of the premises by virtue of an assignment of the tenancy, of a sum of money not exceeding a reasonable amount paid by the assignor to the first assignor in respect of expenditure incurred by that assignor, or by a previous assignor of the tenancy, to carry out the alteration or in providing or improving the fixtures which are mentioned in paragraph (b); or
- (a) where the premises or a part of the premises are used as a shop or office, or for business, trade or professional purposes, of a reasonable amount of money in respect of the goodwill of the business, trade or profession, being goodwill transferred to the assignee in connection with the assignment or accruing to the assignee in consequence of the transfer.

Offences by agents and servants

36. (1) Where an offence which may be committed by a landlord or tenant under this Act has in fact been committed by the agent or servant of the landlord or tenant, the agent or servant is liable to the same penalty as if the agent or the servant were the landlord or the tenant.

(2) A landlord or tenant commits an offence under this Act if an agent of the landlord or tenant does any act which if done personally by the landlord or tenant, would have constituted an offence.

(3) It is a defence for a landlord or tenant charged with an offence under subsection (2) to prove that the agent acted against the instructions of the tenant or landlord.

Offence for inducing tenant to quit

37. (1) A person who does an act or refrains from doing anything which the conditions of the tenancy require that person to do, with intent to compel the lessee of premises to give up possession of the premises, commits an offence and is liable on summary conviction to a fine of not less than fifty penalty units and not more than one hundred and fifty penalty units or to a term of imprisonment of not less than six months and not more than twelve months or to both.

(2) The Rent Magistrate or Court may, on the hearing of a charge which alleges the contravention of a provision of subsection (1), if the accused is convicted and in addition to the imposition of a fine, order the accused to pay to the lessee of the premises, a sum of money which appears to the Rent Magistrate reasonable to compensate the lessee for the costs, damages, or loss or inconvenience sustained by the lessee by reason of the act or omission and, the Rent Magistrate or Court may make an order to reinstate the lessee in the premises.

Prohibition on the demand of premium

38. (1) A statutory tenant who demands or receives the payment of a fine or premium or any other consideration for giving up possession of premises to the landlord or to any other person with or without the knowledge or approval of the landlord, commits an offence and is liable on summary conviction to a fine of not less than fifty penalty units and not more than one hundred and fifty penalty units or to a term of imprisonment of not less than three months and not more than twelve months or to both.

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(2) For the purposes of subsection (1), the demand or receipt of a price or consideration for furniture, fittings, fixtures or any other articles in excess of a reasonable price or consideration constitutes the demand or receipt of a premium.

(3) The Rent Magistrate or Court may, on the hearing of a charge which alleges the contravention of a provision of subsection (1), on conviction of the accused and in addition to the imposition of a fine,

(a) order the accused to pay the person from whom the fine, premium or the other consideration has been received the amount of the fine, premium or the other consideration wrongfully received, which includes the amount by which the price or consideration paid for the furniture, fittings, fixtures or any other articles exceeds the reasonable value of those articles; and

(b) order the ejection of the tenant.

Prohibition of terrorist act by tenant

39. (1) In accordance with the Anti-Terrorism Act, 2008 (Act 762), a tenant shall not engage in a terrorist act.

(2) A tenant who contravenes subsection (1) commits an offence and is liable on conviction on indictment to a term of imprisonment of not less than seven years and not more than twenty-five years.

(3) A tenant shall, within seven days, provide relevant information to a landlord in accordance with section 25.

(4) Where a tenant contravenes subsection (3), a landlord shall apply to the Rent Office for recovery of possession.

Miscellaneous Provisions

Standard Tenancy Agreement

40. (1) The Rent Management Department shall provide a Standard Tenancy Agreement to a landlord and a tenant.

(2) A landlord and a tenant shall sign the Standard Tenancy Agreement and shall lodge a copy of the Standard Tenancy Agreement with the Rent Management Department.

(3) The Standard Tenancy Agreement is for residential and commercial properties.

Rates in relation to rent

41. This Act does not prevent a landlord from collecting from a tenant
- (a) the rates payable in respect of the premises;
 - (b) an apportioned sum of money properly attributable to the premises in respect of rates, if the obligation of paying rates in respect of the premises was assumed by the tenant under the terms of the lease; or
 - (c) where the recoverable rent for the premises is assessed under this Act, if the obligation of payment of rates is stated in the order of assessment of the rent to be payable by the tenant.

Excess rent paid in advance

42. (1) Where a recoverable rent applies under this Act and prior to the commencement of this Act a landlord has received a payment of rent in advance for tenancy which is effective after the commencement of this Act, any positive difference between the rent advance received and the recoverable rent determined under this Act, which is excess rent shall be applied by the landlord as the rent for further tenancies beyond the tenancy for which the rent advance was paid, until the excess rent is exhausted.

(2) Where a tenancy is determined before the excess rent is exhausted, the balance unapplied may be recovered from the landlord by the tenant as if it were a debt owed to the tenant by the landlord.

(3) Where a rent advance for a tenancy is paid to a landlord before the commencement of this Act and there is a rent deficit between the recoverable rent determined under this Act and the rent advance paid,

- (a) the tenant shall pay the difference, if the tenant is to be entitled to the tenancy for which the rent advance was paid; or
- (b) the landlord may, where the tenant fails to pay the difference;
 - (i) terminate the tenancy to the extent of the recoverable rent; or
 - (ii) refund the rent advance together with interest at the current bank rate for the period for which the landlord has retained the rent advance and determine the tenancy.

Supply of receipt for rent

43. A landlord shall, at the time of payment of a sum of money in respect of rent for premises, or of rent for premises and for the use of furniture or fixtures owned by the landlord, provide the person who makes the payment with a receipt in writing duly stamped if a stamp is required under an enactment, that specifies

- (a) the premises in respect of which the rent is paid;
- (b) whether the premises are furnished or unfurnished;
- (c) the amount paid;
- (a) the period in respect of which the payment is made; and
- (e) the name of the tenant.

Appeals under other enactments

44. Except as otherwise provided in this Act, a person who is convicted by or aggrieved by an order or a decision of the Rent Magistrate under this Act, may appeal to the next appellate Court in accordance with any other enactment.

Settlement by Alternative Dispute Resolution

45. A landlord and a tenant may agree to resolve a dispute in relation to tenancy in accordance with the Alternative Dispute Resolution Act, 2010 (Act 798).

Regulations

46. (1) The Minister may, by legislative instrument, make Regulations to provide for

- (a) the procedure for the assessment of the amount of the recoverable rent of the premises by a Rent Magistrate;
- (b) the procedure for the inspection of premises and any other places for the purposes of this Act;
- (c) the form of registers, records, returns and other documents to be maintained or issued to carry out this Act, the particulars to be specified in those documents, the manner in which the documents shall be prepared and the persons obliged to keep those documents;
- (a) the time within which, the form of, and the manner in which, applications, references or appeals may be made under this Act;

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- (e) the procedure to be observed at the hearing of the applications, references or appeals;
- (j) the processes and modalities for the implementation of the National Rental Assistance Scheme;
- (g) the places where the registers, records, returns and other documents shall be kept;
- (h) the prohibition of the obstruction of officers and other persons appointed for the purposes of this Act; and
- (i) any other matters necessary for the effective implementation of this Act.

Interpretation

47. In this Act, unless the context otherwise requires,

“agent” means a person that is authorised to act on behalf of another person to create a legal relationship with a third party;

“business premises” means a building, structure, stall or any other structure or part of that structure, movable or otherwise, which is the subject of a separate letting and which is used for business, trade or professional purposes;

“District Assembly” includes a Municipal Assembly and a Metropolitan Assembly;

“landlord” includes a person who leases premises to another person in consideration of the payment of rent and a person who derives title under the original landlord;

“lease” includes an agreement to let premises, whether oral or otherwise, and whether the terms of the lease grant the right of exclusive occupation to the tenant or include the use of the premises in common with the landlord or any other person or with the landlord and any other person;

“let” includes sublet;

“member of the family” means the father or mother, a wife, husband, child, brother or sister, or any other person as may be prescribed;

“Minister” means the Minister responsible for Works and Housing;

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- “premises” includes a building, structure, stall or any other structure or part of that structure movable or otherwise, which is the subject of a separate letting;
- “premium” means a bond, an amount to be paid in consideration of a contract of insurance;
- “recoverable rent” with respect to premises to which this Act applies, means the amount collected by the landlord from the tenant in exchange for accommodation which is assessed by the use of the comparison approach where
- (a) the rental value of the property is assessed by comparison with other up-to-date market rentals,
 - (b) the rent is analysed and reduced to a standard unit of measure for comparison purposes,
 - (c) account is taken of the differences due to architectural design, advantage of location, age and present condition of the building and the relationship between the landlord and the tenant;
- “remodel”, in respect of premises, does not include the demolition of the premises and the construction on the land on which the premises were situated of new premises;
- “Rent Magistrate” means in respect of premises, the District Magistrate of the district in which the premises are situated;
- “rent officer” means the chief rent officer or, in respect of premises in an area, the appropriate officer specified in subsection (1) of section 5;
- “statutory tenant” means a tenant who
- (a) remains in possession of premises after the determination by any means of the tenancy and cannot by reason of this Act be deprived of possession by the landlord;
 - (b) on the commencement of this Act is in possession of premises of which the tenant retained possession prior to that commencement by virtue of any other enactment repealed by this Act; or
 - (c) is a tenant by virtue of subsection (7) of section 22;
- and

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“tenant” includes a person who leases premises from another person in consideration of the payment of rent, and

- (a) a person who derives title under the original tenant,
- (b) a sub-tenant,
- (c) a person who, before the commencement of this Act retains possession of premises and who on and after that commencement continues in possession of the premises, and
- (a) a person who retains possession of premises by virtue of this Act.

Repeals and savings

48. (1) The Rent Act, 1963 (Act 220) and the Rent Control Act, 1986 (P.N.D.C. L. 138) are repealed.

(2) Despite the repeal of Act 220 and P.N.D.C.L. 138, the Regulations, bye-laws, notices, orders, directions, appointments or any other act lawfully made or done under the repealed enactments and in force immediately before the commencement of this Act shall be considered to have been made or done under this Act and shall continue to have effect until reviewed, cancelled or terminated.

Transitional provisions

49. Despite the repeal of Act 220 and P.N.D.C.L. 138, an officer appointed under any of these enactments and in service immediately before the commencement of this Act shall be deemed to be an officer appointed for the purposes of this Act.

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Date of *Gazette* notification: 15th February, 2023.

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MEMORANDUM

The object of this Bill is to consolidate the law on rent, to reform the existing enactments on rent, to remove the inherent constraints on housing supply and offer incentives to stimulate private sector investment in the rental housing sector and to maintain the protection of low-income and vulnerable tenants from abuse and arbitrary actions.

The provision of meaningful shelter for all citizenry is a major part of our developmental goals and measures that are taken to address problems associated with the housing sector, among others, will require a review of the existing Rent Act, 1963 (Act 220) and other related legislation. The Rent Act, 1963 (Act 220) was passed by Parliament sixty years ago and therefore, its relevance has been outlived by the current population growth, housing availability, maintenance and housing quality, trend and technology advancement in the rental market, rental rates, housing redistribution, eviction controls, foreclosures, obligations on the landlord and tenant and several other attendant difficulties that have engulfed the housing sector.

An intervening law, the Rent Control Law, 1986 (P.N.D.C.L 138) which was revolutionary and sought to control landlords and rents failed to address the problems of rental accommodation mostly because landlords were constrained in applying rents that reflected inflationary trends. The existing laws are unable to protect the vulnerable who have been oppressed by this development.

The National Housing Policy emphasises that the State shall promote a progressive engagement approach to ensure that tenure conditions are improved for all, irrespective of income or social class. This, to all intents and purposes, shall form the basis of the guarantee of the fundamental rights to adequate, safe, secure and affordable housing by which all persons are protected from arbitrary evictions without recourse to the legal system.

Additionally, the Government has committed to working with other social partners in providing shelter with security of tenure aimed at the least endowed segment of society, with emphasis on slum upgrading and the development of inner cities and zongo communities. All this is geared towards achieving the Sustainable Development Goal that seeks to make cities and human settlements inclusive, safe, resilient and sustainable by the year 2030.

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Furthermore, the increasing use of technology has also penetrated the housing rental space, creating an unregulated niche market of short-term rental or home-sharing using the Aggregator Business Model, such as Airbnb that is growing steadily in Ghana.

The reforms of existing enactments on rent will, among others, safeguard the rights of vulnerable tenants who are priced out by uncontrollable hikes in the cost of rental accommodation, promote rent-to-own housing schemes, regulate the frequency and timing of rent increases and reductions in services offered in connection with rental of premises, remove the anomalies in existing enactments on rent and promote a balance between the needs of tenants and landlords.

Clause 1 of the Bill deals with application. The Bill does not apply to premises where a public officer is a tenant by reason of employment and of which the Government is the landlord, a lease of land on which there are no premises at the time of the grant or renewal of the lease, a lease of land on which there are premises but the premises are demolished and new premises erected within five years after the grant of the lease, a lease certified as being valid under the law which relates to concessions and under which the landlord is the Government and which relates to premises certified by the Minister as being premises let at a rent that does not yield financial gain to the Government, a market stall owned by a District Assembly or prescribed premises.

Clauses 2 to 8 provide for the administration of a rent management regime. *Clause 2* provides that the Rent Management Department of the Ministry of Works and Housing is responsible for the general administration of this Bill subject to the directions of the Rent Commissioner.

The functions of the Rent Management Department are provided in *clause 3*. The Rent Management Department is mandated to interpret and provide technical support on all rent-related matters, assess the recoverable rent of any premises, whether or not such premises are occupied, establish a database of Landlords and Tenants with the view of monitoring and coordinating rental activities relating to rental premises, details of tenants and interested parties, engage with real estate

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developers and hospitality service providers to enhance service delivery; and operationalise the National Rental Assistance Scheme in partnership with the private sector, to provide low-interest loans to eligible Ghanaians, among others.

Clause 4 provides for the appointment of a Rent Commissioner by the President in accordance with article 195 of the Constitution. The Rent Commissioner is the administrative head of the Rent Management Department and is subject to the general or special directions of the Minister.

Clause 5 provides for the appointment of rent officers by the President in accordance with article 195 of the Constitution.

The powers of rent officers are dealt with in *clause 6*. A rent officer may require the attendance of parties and witnesses and may examine them on oath or otherwise, enter and view, or order the inspection of premises under consideration, take measures against a tenant who has absconded from the premises and may force open the doors of, and search, any premises under the authority of an order made by a Rent Magistrate for that purpose, and make complaints to a Rent Magistrate that an offence under this Act has been committed in order for a Rent Magistrate to investigate and determine the matter, among others.

Clause 7 provides for the appointment of other staff. The President may, in accordance with article 195 of the Constitution, appoint for the Rent Management Department other employees that are necessary for the proper and effective performance of the functions of the Rent Management Department.

Clause 8 provides for regional and district offices of the Rent Management Department.

Clauses 9 to 11 provide for a Rent Magistrate. *Clauses 9 and 10* provide for the functions and procedure of a Rent Magistrate respectively. *Clause 11* provides that an assessment by a Rent Magistrate as to the amount of recoverable rent of premises is subject to an appeal to the High Court.

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Clauses 12 to 14 provide for the National Rental Assistance Scheme. *Clause 12* establishes the National Rental Assistance Scheme. The object of the Scheme, as provided for in *clause 13*, is to assist eligible individuals in the formal and informal sector with low interest loans to enable the individuals pay rent advance to landlords. Under *clause 14*, the Ministry of Works and Housing in collaboration with the Ministry of Finance is mandated to partner with relevant financial institutions to implement the National Rental Assistance Scheme.

Clauses 15 to 20 deal with the assessment of recoverable rent. *Clause 15* deals with an application for assessment of recoverable rent. A landlord or tenant of premises or any other person who has an interest in the premises may apply to a rent officer to assess the amount of recoverable rent for those premises, whether or not the premises are occupied.

Clause 16 provides for reference by the Minister to the Rent Magistrate to assess in a prescribed form, the amount of recoverable rent of premises. *Clause 17* provides for an appeal for the variation of recoverable rent.

Factors that affect the assessment of recoverable rent are provided for in *clause 18*. A rent officer or Rent Magistrate is to take into account the rateable value of the premises and the amount of the annual rates in respect of the premises, and where the premises are let in part, an apportionment of the rates attributable to that part. Other factors to be taken into account by the rent officer or Rent Magistrate are the estimated cost in respect of repairs or the maintenance of the premises, the amount of the recoverable rent for similar premises, the obligations of the landlord, tenant and any other person who has an interest in the premises under the lease and the justice and merit of each case.

Clause 19 deals with a certificate that relates to recoverable rent while *clause 20* deals with the date on which recoverable rent becomes payable.

Clauses 21 and 22 provide for recovery of possession and ejection and the option for a new tenancy of remodeled premises.

The obligations of a landlord are provided for in *clauses 23 to 31*. *Clause 23* provides for the rights of a landlord. A landlord is entitled to

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apply for assessment of recoverable rent, appeal to the Rent Magistrate if the landlord is not satisfied with a decision or a determination made by the rent officer, and to apply for recovery of possession or ejection of personal premises, among others.

The responsibilities of a landlord are provided for in *clause 24*. A landlord is mandated to declare any vacant premises for a prospective client, issue a tenancy agreement to a tenant before the demand and collection of the payment of rent advance, appear before a rent officer or a Rent Magistrate when summoned to appear before the rent officer or Rent Magistrate at the date, time and venue specified in the summons, and provide any information required by a rent officer in accordance with this Bill to aid the investigation and determination of the rent officer, among others.

Clause 25 mandates a landlord of premises to conduct a proper check on a tenant before the landlord rents out the premises to the tenant.

Clause 26 mandates a landlord of premises on a monthly tenancy or a tenancy which is shorter than one month or a landlord of a hostel accommodation to issue to the tenant of the premises, within seven days after the commencement of the tenancy, a rent card which specifies the name and address of the landlord of the premises, the name and address of the tenant of the premises, the amount of the recoverable rent of the premises and any other prescribed particulars.

Clause 27 deals with a rent increase as a result of increase in rates. *Clause 28* prohibits the landlord of premises from increasing the rent of a tenant unless the landlord has made an improvement of beneficiary use to the tenant and has obtained permission from the Rent Management Department through the District Rent Office.

Clause 29 deals with compensation for improvements and *clause 30* deals with control of subletting. *Clause 31* prohibits a landlord of premises from serving a notice to quit on a tenant of the premises within two years after the date of an assessment order, or a decision of a rent officer or Rent Magistrate or Court, unless there has been an appeal.

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The obligations of a tenant are provided for in *clauses* 32 to 34. *Clause* 32 provides for the rights of a tenant. A tenant is entitled to apply for an assessment of recoverable rent, be compensated for any agreed improvement made to the premises, and be given one month's written notice, after an assessment of recoverable rent has been made, before recoverable rent becomes payable, among others.

Clause 33 provides for the responsibilities of a tenant. A tenant is prohibited from using the premises for immoral or illegal purposes and causing nuisance or annoyance to adjoining occupiers of the premises. Also, a tenant is mandated to provide any information required by a rent officer in accordance with this Act to aid the investigation and determination of the rent officer and to appear before a rent officer or a Rent Magistrate when summoned to appear before the rent officer or Rent Magistrate at the date, time and venue specified in the summons, among others.

Clause 34 deals with the obligations of a statutory tenant who is a tenant in possession and remains in possession of premises after the determination by any means of the tenancy and cannot by reason of this Bill be deprived of possession by the landlord.

Offences are provided for in *clauses* 35 to 39. *Clause* 35 deals with general offences. These include the demand or receipt of more than the recoverable rent for the premises despite a lease to the contrary, the demand or receipt of a consideration, whether in money or in kind or in any other manner and whether by way of rent, fine, premium or otherwise, for the grant, renewal, continuance or assignment of a tenancy and entering into or carrying out a fictitious or an artificial agreement which has the effect of an attempt to defeat the objects of this Bill.

Clause 36 deals with offences by agents and servants. Where an offence which may be committed by a landlord or tenant under this Bill has in fact been committed by the agent or servant of the landlord or tenant, the agent or servant is liable to the same penalty as if the agent or the servant were the landlord or the tenant. The offence for inducing a tenant to quit is provided for in *clause* 37.

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Clause 38 prohibits the demand of a premium. A statutory tenant is prohibited from demanding or receiving the payment of a fine or premium or any other consideration for giving up possession of premises to the landlord or to any other person with or without the knowledge or approval of the landlord.

Clause 39 prohibits a tenant from engaging in a terrorist act in accordance with the Anti-Terrorism Act, 2008 (Act 762).

Miscellaneous provisions are dealt with in *clauses 40 to 49*. *Clause 40* mandates a landlord and a tenant to sign a Standard Tenancy Agreement and to lodge a copy of the Standard Tenancy Agreement with the Rent Management Department.

Clauses 41 and 42 provide for rates in relation to rent and excess rent paid in advance respectively. *Clause 43* provides for a receipt for rent to be supplied.

Clause 44 deals with appeals under other enactments. *Clause 45* provides that a landlord and a tenant may agree to resolve a dispute in relation to the tenancy in accordance with the Alternative Dispute Resolution Act, 2010 (Act 798).

Clause 46 provides for Regulations and *clause 47* is on interpretation. *Clause 48* repeals the Rent Act, 1963 (Act 220) and the Rent Control Act, 1986 (PNDCL 138). Finally, *clause 49* provides for transitional provisions.

FRANCIS ASENSO-BOAKYE, MP
Minister responsible for Works and Housing

Date: 2nd February, 2023.