Lahore Leads University

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Section 5 of limitation act Liability of landlord and tenant

Section 5 of the Limitation Act, 1908 (or 1963 in India) does not deal with "liabilities" directly. Instead, it empowers courts to condone delays in filing appeals and certain applications if the appellant or applicant can demonstrate "sufficient cause" for not filing within the prescribed limitation period.

Key Principles of Section 5

- Condonation of Delay: Section 5 is an exception to the general rule that proceedings filed after the limitation period must be dismissed. It allows a court, at its discretion, to accept a time-barred case, provided a "sufficient cause" is shown.
- "Sufficient Cause": The phrase is not rigidly defined and is interpreted based on the specific facts and circumstances of each case. The party seeking condonation must explain every day of the delay to the court's satisfaction. The cause must be beyond the party's control, and they must not be guilty of negligence or bad intention.
- Applicability: This section applies only to appeals and applications (excluding those under Order 21 of the Civil Procedure Code, 1908, related to the execution of decrees). Crucially, Section 5 does not apply to the institution of a fresh suit.
- Discretionary Power: The power to condone delay is a judicial discretion that should be exercised to promote substantial justice, rather than defeating a case on technical grounds of time bar.
- Burden of Proof: The burden of proving "sufficient cause" rests entirely on the appellant or applicant.

Examples of "Sufficient Cause"

Courts have considered various factors as "sufficient cause," including:

- Illness of a party or counsel (usually requiring documentation like a medical certificate).
- Being misled by a High Court order, practice, or judgment.
- Bona fide (in good faith) prosecution of a case in a court that lacked jurisdiction (time may be excluded under Section 14).
- Confusion arising from complex legal scenarios or changes in law.
- The court being closed when the limitation period expired (handled specifically under Section 4).

"Liabilities" and Limitation

The Limitation Act primarily affects the remedy, not the underlying right or "liability" itself. After the limitation period expires, the legal remedy to enforce a liability in court is barred, but the liability may still exist in a moral or natural sense. Section 5 provides a narrow procedural relief from this bar in specific circumstances.

The liabilities of a landlord and a tenant are primarily determined by state and local laws and the specific terms outlined in their signed lease agreement. Generally, both parties have a duty of care to ensure the property is safe and well-maintained.

Landlord Liabilities and Responsibilities

Landlords generally have the following liabilities and responsibilities:

- Provide a habitable and safe environment: This is a core legal duty, often called the "warranty of habitability," and includes maintaining structural integrity, functional utilities (water, electricity, heating/cooling), and properly working smoke and carbon monoxide detectors.
- Maintain common areas: Landlords are responsible for keeping shared areas like hallways, stairwells, and parking lots free of hazards (e.g., snow, ice, debris, poor lighting) and in good repair.
- Promptly address maintenance requests: Landlords must make timely repairs, especially for urgent issues or safety hazards reported by the tenant. Failure to do so can result in liability for injuries.
- Ensure reasonable security: This includes providing working locks on doors and windows and addressing known security risks to protect tenants from foreseeable criminal acts.
- Comply with laws and safety codes: Landlords must adhere to all applicable building codes, health and safety regulations (such as annual gas safety checks in some regions), and fair housing laws.

- Respect tenant's right to privacy: Landlords must generally provide advance notice (as specified by state law, typically 24-48 hours) before entering the rental unit, except in emergencies.

Tenant Liabilities and Responsibilities

Tenants generally have the following liabilities and responsibilities:

- Pay rent on time: This is a fundamental obligation outlined in the lease agreement.
- Keep the property clean and sanitary: Tenants must perform routine cleaning to prevent the buildup of dirt, mold, or pests.
- Promptly report maintenance issues: Tenants are required to notify the landlord of any needed repairs or damage as soon as they become aware of them. Failure to report an issue that then gets worse could make the tenant partially liable for the increased cost.
- Avoid intentional or careless damage: Tenants are liable for damage they cause beyond normal "fair wear and tear" (e.g., large stains on the carpet, broken windows).
- Use the property for its intended purpose: The property should be used for residential purposes and not for illegal activities.
- Respect neighbors: Tenants must not disturb neighbors or the landlord's other tenants with excessive noise or disruptive behavior.
- Perform minor maintenance: This usually includes tasks like changing light bulbs or batteries in smoke detectors unless the lease specifies otherwise.

Proving Liability in Injury Cases

If an injury occurs on the property, liability often hinges on negligence. An injured party must typically prove:

1. The landlord or tenant had a duty of care.
2. They breached that duty (e.g., failed to fix a known hazard).
3. The breach directly caused the injury.
4. The injury was a foreseeable outcome of the negligence.

Both landlords and tenants should have appropriate insurance (landlord insurance for the structure and liability, and renters insurance for personal belongings and tenant liability) to protect against potential financial losses from claims.