Landlord Defence and Eviction Counterclaim Over School Structures

Educational sample 402 | Mariakani

Educational reconstruction from a reported Kenyan decision. Newly drafted wording, not an original court filing or a matter handled by our team. Specimen identities are bracketed. Adapt to genuine facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE PRINCIPAL MAGISTRATES COURT AT MARIAKANI

ENVIRONMENT AND LAND CASE NO [reference]

[LANDLORD DEFENDANT AND COUNTERCLAIMANT] v [SCHOOL OPERATOR]

RESPONSE AND COUNTERCLAIM

1. The first defendant admits the school tenancy over [premises] but denies that the written leases authorised permanent buildings. The defence identifies the original temporary-structure term and the complete renewal history. The plaintiff alleged variation by conduct is denied for the specific reasons pleaded at [particulars].

2. The defendant disputes the alleged permission and requires proof of the persons, dates and communications relied upon. Knowledge of construction, objection, acceptance and subsequent use are answered separately. This pleading does not omit relevant conduct merely because the original restriction was written.

3. The rent account records [verified unpaid months and amount], with receipts and returned payments identified separately. The defendant denies that the pleaded compensation extinguishes those arrears. Any asserted unauthorised subletting is particularised by [actual occupier, arrangement and evidence], rather than inferred solely from unfamiliar persons at the school.

4. The valuation claimed is disputed on [identified structures, condition and methodology]. The defendant relies on an independent valuation, subject to expert proof and the court directions. Neither valuation determines the separate question whether the tenant was entitled to compensation.

5. By counterclaim the defendant seeks possession on [lawful termination ground], identifying the notices, service and contractual or statutory process relied upon. The defendant requests a judicial order and does not assert that rent arrears themselves authorised a forcible lockout.

6. PRAYERS: dismiss the unsupported monetary claims; determine the rent account and the properly pleaded possession counterclaim; give lawful possession and service directions if established; and award appropriate costs. The source landlord appeal failed; these contested allegations must be assessed against the complete conduct and evidence.

DATED at [place] on [date]. Signed [party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected person and address].

Use and evidence notes

For the designated magistrate land trial, complete the actual civil defence and counterclaim, jurisdiction, particulars, relief, fees, witness and document pack and lawful service. Answer the tenant plaint precisely. A possession counterclaim does not itself authorise lockout. Any rent recovery must be expressly pleaded and proved. Ordinary civil defence and counterclaim requirements apply in the designated land trial. The historical landlord position was unsuccessful; the source does not endorse lockout or dispense with proof.

Supporting material: [date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach genuine records only. This public specimen contains no exhibits, signatures, personal identifiers or sworn declaration.

Source and procedural limits

A school tenant sought restoration or compensation for buildings after a coastal premises lockout. Written leases initially contemplated temporary structures. The tenant relied on a later agreement and the landlord conduct during permanent construction. Landlord and auctioneer disputed permission, rent and alleged subletting. The Mariakani trial included a site visit and competing valuations of KES 3.5 million and KES 1.2 million.

Malindi ELC dismissed the appeal with costs. It accepted tacit contractual variation by conduct, the trial valuation assessment and wrongful termination without notice. The written leases alone did not expressly authorise permanent construction. The judgment did not establish development permission or award every pleaded loss.

Use the genuine leases, conduct, notices and expert evidence together. This fact-specific decision is not general permission to build, avoid rent, omit quantified special damages or evict without due process. Trial specimens belong to Mariakani; the appellate specimens belong to Malindi ELC. The source caption and text name different appellant combinations; complete parties from the actual file.

[2026] KEELC 2338 (KLR) - 23 April 2026. Source decision: https://sheriahub.com/cases/ke/caselaw/gladys-ta-trophy-auctioneers-v-abonyo-ta-ruruma-rising-star-academy-2026-keelc-2338-klr

Reproduced primary text checked: https://sheriahub.com/cases/ke/caselaw/gladys-ta-trophy-auctioneers-v-abonyo-ta-ruruma-rising-star-academy-2026-keelc-2338-klr

The original decision may identify participants. The specimen brackets identifying details. A source judgment does not prove this reconstruction was filed, an allegation succeeded, a later order remains unchanged or the same result will follow in another case.