

[TO BE INTRODUCED IN THE SENATE]

A

Bill

*further to amend the Islamabad Rent Restriction Ordinance, 2001*

WHEREAS it is expedient further to amend the Islamabad Rent Restriction Ordinance, 2001 (Ordinance No. IV of 2001), for the purposes hereinafter appearing;

It is hereby enacted as follows:-

**1. Short title and commencement.** - (1) This Act may be called the Islamabad Rent Restriction (Amendment) Act, 2023.

(2) It shall come into force at once.

**2. Amendment of section 17, Ordinance No. IV of 2001.** - In the Islamabad Rent Restriction Ordinance, 2001 (Ordinance No. IV of 2001), in section 17, in sub-section (2),-

(i) for the expression "If the Controller, after giving the tenant a reasonable opportunity of showing cause against the application," the expression "The Controller, after giving the tenant a reasonable opportunity of showing cause against the application, shall make an order directing the tenant to put the landlord in possession of the building or rented land, if he" shall be substituted;

(ii) in paragraph (v), in the proviso, for the full stop "." occurring at the end a semicolon and word "; or" shall be substituted;

(iii) after paragraph (v) amended as aforesaid, the following new paragraph shall be added, namely:-

"(vi) the tenancy period as defined under section 6 of this Ordinance has expired and has not been extended by the parties."

(iv) in the Explanation, for the expression "purpose of clause" the expression "purpose of this sub-section" shall be substituted.

**STATEMENT OF OBJECTS AND REASONS**

The reason for this amendment is to give clarity and certainty to the application of rent laws. The language of section 17 has been explicit in terms of valid reasons to issue an eviction order, which does not include the reason of expiry of a lease where the tenant refuses to move out. This strict interpretation of section 17 has been in conflict with the language of section 6, which states that the lease cannot be extended automatically without the agreement of the parties. This troublesome conflict of the two sections of IRRO had been resolved by the Supreme Court in 2018, where the Supreme Court made it clear that expiry of lease in the absence of an agreement to extend is a valid reason to evict the tenant. However, the language itself needs to be made clear so that average citizens can clearly understand the available grounds for eviction of a tenant instead of finding out during court proceedings the proper interpretation as per the existing law as interpreted by the Honourable Supreme Court of Pakistan. The situation clamors to introduce the said bill.

The bill is designed to achieve the aforesaid objects.

**SENATOR MOHSIN AZIZ**  
Member-In-Charge