

# BOLLETTINO



# UFFICIALE

**DELLA REPUBBLICA DEMOCRATICA SOMALA**

**ANNO IV**

Mogadiscio, 12 Dicembre 1973

**Supp. 1 al 12**

**DIREZIONE E REDAZIONE**

**Presso la Presidenza del Consiglio Rivoluzionario Supremo**

**Pubblicazione Mensile**

**PREZZO:** Sh. So. 5 per numero — **ABBONAMENTI:** Annuo per la Somalia Sh. So. 100. Estero Sh. So. 300 — L'abbonamento richiesto in tempo stabilito, decorre dal 1° Gennaio e l'abbonato riceverà i numeri arretrati — **INSERZIONI:** per ogni riga o spazio di riga Sh. So. 2 — Le inserzioni si ricevono presso la Direzione Bollettino. L'importo degli abbonamenti e delle inserzioni deve essere versato all'Ufficio Imposte sugli Affari.

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**PARTE PRIMA**  
**ATTI LEGISLATIVI ED AMMINISTRATIVI**  
**FIRST PART**  
**ADMINISTRATIVE AND LEGISLATIVE ACTS**

LAW n. 44 of 27 November, 1973.  
Law on Controlled Tenancy.

THE PRESIDENT  
OF THE SUPREME REVOLUTIONARY COUNCIL

TAKING NOTE of the Joint approval of the Supreme Revolutionary Council and the Council of Secretaries;

HEREBY PROMULGATES

the following Law:

Chapter I.

GENERAL PROVISIONS

*Tenancy Contracts*

Article 1

1. Unless otherwise provided by this Law, every agreement in respect of tenancy of premises shall be governed by this Law, the Civil Law and the contract made between the owner or his agent, hereinafter called the lessor and the tenant. Tenancy may be for a certain term or from time to time.

2. Any tenancy contract or part of such a contract contrary to the provisions of this law shall be null and void.

Article 2

*Hotels and Certain Agreements between Citizens and Aliens*

This Law shall not apply to hotels, Government residential quarters and tenancy contracts stipulated between citizens and aliens, in respect of premises owned by citizens.

Article 3

*Premises outside Mogadishu*

Every district Revolutionary Council of a District outside Mogadishu shall regulate tenancy contracts in respect of the premises within its territorial jurisdiction within the provisions of this Law.

Article 4

*The General rights and obligations of the lessor and Tenant*

The lessor shall respect the terms of the contract which may be written or verbal and the provisions of this Law. He shall to this respect ensure that the tenant enjoys free and quiet possession of the premises, and the tenant shall pay the rent of the premises in complete and as agreed to the lessor or to any other person he so directs and shall give all due care to the premises and its fixtures.

Chapter II.

CLASSIFICATION OF PREMISES

Article 5

*Premises to be divided into Commercial and Residential*

1. The Premises in the Republic shall be divided into commercial premises and Residential premises.

2. Unless otherwise provided by this law, no rent more than that specified in Law No. 30 of 12th April 1970, as amended by Law No. 15 of 12th January 1972, shall be paid for any class or type of commercial premises. Notwithstanding the provisions of this paragraph, a Schedule showing the correct rent for Commercial premises may be issued in courses of time.

Article 6

*Residential Premises*

1. All the premises used for residential or for purposes akin to residential shall be classified into luxurious villas, common villas, luxurious apartments, common apartments, luxurious rooms, common rooms, Baraccas and Arishes.

2. The division of each class of Residential premises into types, the rent payable, the perimeter of built and covered area and the constructional qualities or other amenities of each type shall be as shown in the annex attached to this law.

3. The rent of any class or type of premises which is deficient in one or more of the major constructional requirements or the other amenities prescribed for its class or type in the annex shall be reduced to that payable for the class or type immediately next in lowness of rent.

Chapter III.

DUTIES AND RIGHTS OF THE LESSOR AND TENANT

Article 7

*Lessor power to determine tenancy by notice*

1. The lessor may determine the tenancy agreement and give notice to quit where:

- (a) after lessor's demand of rent at the end of each month tenant failed to pay in two consecutive months;
- (b) the tenant or his dependents have caused unreasonable disturbance to the lessor or persons living in the same block as the tenant;
- (c) has wilfully damaged the premises or has failed to prevent others from doing the same, and has upon request failed to repair property or pay adequate compensation;
- (d) the lessor himself, or his wife or children want the premises for residential or commercial purposes and the lessor has given the tenant two months notice to this effect;
- (e) the lessor wants to reconstruct or redevelop the premises and the permission of the Revolutionary Council based on the report of a competent and qualified technician of the said Revolutionary Council or the Ministry of Public Works has been obtained provided that there is nothing to prevent the tenant to return to the premises after the completion subject to the payment of any increase of rent justified by the reconstruction or the redevelopment of the premises.

2. The notice may be in writing and shall be served on the tenant or if that is not possible to his wife or children above the age of fifteen or his dependents and must specify the reasons for determining the tenancy.

3. If the tenant is not satisfied with the grounds for determining the tenancy, he shall within the first 15 days of notice period apply to the Quarter Arbitration Sub-Committee for relief.

4. Either party may if it is not satisfied with the decision of the Quarter Arbitration Sub-Committee apply to the District Revolutionary Council within 15 days from the date of notice of such decision. The District Revolutionary Council shall determine whether a notice has been given within the period permitted by this Law and further determine the appeal. The decision of the District Revolutionary Council shall be final.

## Article 8

### *Eviction Order*

If the tenant continues to reside or occupy the premises after he has been given due notice of determination of the tenancy under Article 7 of this Law and he has not applied for a relief of the District Revolutionary Council or has applied but no relief has been given, the District Revolutionary Council shall have power to issue orders for eviction.

Article 9

*Tenant power to quit*

The tenant may, unless otherwise provided by the tenancy agreement surrender tenancy and vacate the premises as his own will.

Article 10

*Tenant not to sublet premises or assign tenancy to another person*

Without the approval of the lessor, the tenant shall not sublet or sublease premises or assign the tenancy or transfer tenancy rights to any person who has not been a party to the tenancy agreement; this shall not however prevent a tenant from permitting other person or persons to share the premises with him and thereby contribute to the payment of the rent, provided that the aggregate contribution of all inmates shall not exceed the amount agreed in the tenancy contract.

Article 11

*Certain duties of the lessor*

1. It shall be the the duty of the lessor to:
  - (a) keep the structure and exterior of the premises in repair; provided notice to this effect has been given to him;
  - (b) arrange for the continuation of supply of water and electricity is so agreed between him and tenant.

However, the tenant shall pay electricity and water bills unless othedwise provided by the tenancy contract.

2. The tenant shall permit the lessor to enter and view the premises at reasonable times for the purpose of paragraph 1 above;

3. The tenant shall however be liable to any wilful or intentional damage caused by him or other person under his authority and any other damage which, under the circumstance of each case, is beyond fair wear and tear or reasonable use of the premises.

Article 12

*Tenant to surrender keys to the lessor on termination of tenancy*

1. On termination of the tenancy for any purpose whatsoever the tenant must surrender the keys of the premises if any to the lessor or in his absence to his agent or if neither of them is not available to the Quarter Arbitration Sub-Committee.

2. Any person who fails to comply with paragraph 1 above shall be guilty of an offence under this law.

Chapter IV.

ARBITRATION SUB-COMMITTEE AND DISTRICT  
REVOLUTIONARY COUNCIL

Article 13

*Quarter Arbitration*

1. In each of the Quarters of the District Revolutionary Councils in the Republic, a sub-committee of Arbitration shall be established.

2. The Sub-Committee shall within the limits of its territorial jurisdiction, on the application of a tenant or a lessor, or on its own motion, examine and arbitrate, any dispute or a complaint pertaining to tenancy contracts, payment of rents, determination of tenancy and any other dispute incidental to tenancy.

3. Any person who feels that he has been aggrieved by the arbitrated decision of the Sub-Committee may apply in writing to the District Revolutionary Council referred to in Article 14 of this Law.

Article 14

*District Revolutionary Council and Technical Committee*

1. The City Revolutionary Council of Mogadishu and each other District Revolutionary Council in the Republic shall constitute itself as a Rent Control Commission and shall examine and hear any application against the decisions of the Quarter Arbitration Sub-Committee concerning any dispute in respect of tenancy between a lessor and a tenant.

2. The District Revolutionary Council shall assess the class, the type and the rent payable for every residential premises in Mogadishu and shall record their assessment in a register which shall be kept in the quarter territorially competent.

3. In discharging its functions effectively, each District Revolutionary Council shall constitute itself as Rent Control Council. The Council shall be assisted by a Technical Committee consisting of:

- (a) a representative from the Ministry of Public Works;
- (b) a representative from Mogadishu City Revolutionary Council or each of the other District Revolutionary Councils;
- (c) a representative from the Police;
- (d) a representative from the Political Office of the Presidency of the Supreme Revolutionary Council.

Article 15

*Parties to appear before and submit written memorandum  
to the sub-committee or Council*

1. The Quarter Arbitration Sub-Committee, or the District Revolutionary Council, to which an application has been made under Article 13 and 14 respectively, shall notify the party complained against of the application and shall at the same time require him to appear before or submit written memorandum to the Sub-Committee or Council as the case may be within 15 days from the date of notice. They may also require a party to submit further information in addition to any already given or re-appear in person.

2. Where a person fails to make any representation to the Committee or Council as the case may be the within period specified in paragraph 1 above, or fails to give further information or re-appear in person the matter may be dealt with in his absence and without his representation.

Chapter V.

OFFENCES, PROCEDURE AND PENALTIES

Article 16

*Power to prosecute*

Prosecution under this Law shall be instituted by the District Revolutionary Council. Offences under this Article shall be tried summarily by the competent District Court whose verdict shall be final.

Article 17

*Excessive rents*

Any person who wilfully or intentionally receives, demands or require any payment of a rent in excess of the rent assessed for his premises or his type of premises by the District Revolutionary Council shall be guilty of an offence and the court by which the offender is found guilty may order the retrun of the amount paid in excess to the person by whom the payment was made.

Article 18

*Unlawful eviction and harrassment of tenant*

If the lessor or any other person unlawfully deprives the tenant of any premises of his occupation or any part thereof, or without reasonable excuse interferes with the peace and comfort of the tenant or mam-

bers of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises, shall be guilty of an offence.

Article 19

*Prohibition of speculation and discrimination in tenancy*

Notwithstanding the provisions of Article 2, locking up of premises for indefinite period and for speculative tenancy and discrimination are hereby prohibited.

Article 20

*Penalties*

Any person who commits an offence under this law shall be punished with imprisonment upto 1 year or a fine upto So. Sh. 2,000/- or both.

Article 21

The President of the Supreme Revolutionary Council, on the proposal of the Secretary of State for Public Works, may issue regulations for the implementation and explanation of this Law.

Article 22

*Repeal of other provisions*

Any Law, regulation or decree which is contrary to or inconsistent with the provisions of this Law is hereby repealed.

2. This Law shall come into force with immediate effect and shall be published in the Official Bulletin.

Mogadishu, 27th November 1973.

*Jaalle Major Gen. Mahamed Siyad Barre*  
PRESIDENT  
of the Supreme Revolutionary Council

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## LAW ON CONTROLLED TENANCY

CLASS « A ».

### LUXURIOUS VILLA Type 1

RENT: Shall not exceed 800/-.

#### BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should not be less than 200 Square meter. Must have:

- 3 bed rooms
- 1 large living and dining room of not less than 28 sq. mt.
- 2 complete bath rooms lined with majolica tiles
- A veranda
- A complete kitchen with sets and other facilities
- 1 domestic service room with a toilet
- A garage
- A garden and
- A compound.

It should have a concrete roof and a floor paved with grit and ceramic or other high quality tiles. Windows and doors must be framed with legno verniciato, aluminum, laminated plastic or a mixture of all. Electricity wiring and hydraulic piping must be installed in chases.

### LUXURIOUS VILLA Type 2

RENT: Shall not exceed 600/-.

#### BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should not be less than 200 sq. mt. Must have:

- 3 bed rooms
- 1 large living and dining room of not less than 24 sq. mt.
- 1 bath room lined with majolica tiles
- A veranda

- A complete kitchen with sets and other facilities
- 1 domestic service room with a toilet
- A garage
- A garden and
- A compound.

It should have a concrete roof and a floor paved with grit and ceramic or other high quality tiles. Windows and doors must be framed with laminated plastics. Electricity wiring and hydraulic piping must be installed inside chases.

### LUXURIOUS VILLA Type 3

RENT: Shall not exceed 500/.

#### BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should not be less than 200 sq. mt. Must have:

- 3 bed rooms
- 1 large living and dining room of not less than 24 sq. mt.
- 2 bath rooms
- A veranda
- A complete kitchen with sets and other facilities
- 1 domestic service room with a toilet
- 1 garage
- 1 garden and
- A compound.

Roofed with corrugated asbestos cement sheets with a ceiling. The floor must be paved with ceramic or other high quality tiles. Doors and windows should be framed with laminated plastics.

### LUXURIOUS VILLA Type 4

RENT: Shall not exceed 350/.

#### BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should be 180-200 sq. mt. Must have:

- 2 bed rooms
- 1 large living and dining room of not less than 24 sq. mt.
- 1 bath room

- 1 complete kitchen with sets and other facilities
- A veranda
- A garage
- A garden and
- A compound.

It should have a concrete roof and floor paved with grit and ceramic and other high quality tiles. Windows and doors should be framed with laminated plastic. Electricity wiring and hydraulic piping must be installed in chases.

CLASS « B ».

#### COMMON VILLA

RENT: Shall not exceed 150/-.

BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should be 120-150 sq. mt.  
Must have:

- 2 to 3 bed rooms
- 1 large dinning and living room not less than 16 sq. meters.
- 1 bath room with a toilet
- A kitchen with sets and other facilities
- A garage and compound.

It should be roofed with asbestos or iron sheets with a ceiling. Windows and doors framed with ordinary wood. Floor paved with cement or tiles.

CLASS « C ».

#### LUXURIOUS APARTMENTS Type 1

RENT: Shall not exceed 350/-.

BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should be 150-180 sq. mt.  
Must have:

- 3 bed rooms
- A living and dinning room of not less than 24 square meters.
- A complete bath rooms lined with majolica tiles.
- A balcony
- A complete kitchen with sets and other facilities.

### LUXURIOUS APARTMENS Type 2

RENT: Shall not exceed 250/-.

#### BUILDING DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should be 120-140 sq. meters.  
Must have:

It should have a concrete roof and floor paved with grit ceramic or other high quality tiles. Windows and doors framed with laminated plastics. Electric wiring and hydraulic piping should be installed in.

- 2 bed rooms
- Dinning and living room of not less than 16 sq. mt.
- 1 bath room lined with grit ceramic or other high quality tiles.

It should have a concrete roof and floor paved with high quality tiles. Windows and doors framed with laminated plastics.

CLASS « D ».

### COMMON APARTMENTS Type 1

RENT: Shall not exceed 120/-.

#### BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should be 80-120 sq. mt. Must have:

- 3 bed rooms
- A living and dinning room of not less than 16 sq. mt.
- 1 bath room with facilities
- A kitchen with sets and other facilities.

It should have a roof covering of asbestos cement or iron sheets with a ceiling. Floor paved with cement or tiles. Doors and windows framing or ordinary wood, piping and wiring systems.

### COMMON APARTMENTS Type 2

RENT: Shall not exceed 100/-.

#### BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should be 60-80 sq. mt. Must have:

- 2 bed rooms
- A living and dinning room of not less than 16 sq. mt.
- 1 toilet.

It should have a roof covering of asbestos cement or iron sheets with a ceiling. Floor paved with cement or tiles. Doors and windows framing of ordinary wood, with ordinary piping and wiring system.

CLASS « E ».

#### LUXURIOUS ROOMS Type 1

RENT: Shall not exceed 50/-.

BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of built and covered area should be not less than 16 sq. mt. Must have:

- A toilet.

It should have a concrete roof and floor paved with high quality tiles. Windows and doors framed with laminated plastics. Electric wiring and hydraulic piping should be installed in chases.

#### LUXURIOUS ROOMS

RENT: Shall not exceed 40/-.

BUILDING, DESIG AND OTHER FACILITIES:

Perimeter of built and covered area should not be less than 16 sq. mt. Must have:

- A toilet.

It should have a floor paved with high quality tiles and a roof covering of asbestos cement or iron sheets. Electric light.

CLASS « F ».

#### COMMON ROOMS Type 1

RENT: Shall not exceed 20/-.

BUILDING, DESIG AND OTHER FACILITIES:

Perimeter of built and covered area should be 16 square meters. Must have:

- A ceiling
- Floor paved with cement or tiles

- Electric light
- Shared toilet or separate.

### COMMON ROOMS Type 2

RENT: Shall not exceed 20/-.

#### BUILDING, DESIG AND OTHER FACILITIES:

Perimeter of built and covered area should be 16 square meters.  
Must have:

- A ceiling or light
- Floor paved with cement or tiles
- Shared toilet.

### COMMON ROOMS Type 3

RENT: Shall not exceed 18/-.

#### BUILDING, DESIG AND OTHER FACILITIES:

Perimeter of built and covered area should be 16 square meters.  
Must have:

- Floor paved with cement but no electricity, light or ceiling.

CLASS « G ».

### BRACCOS Type 1

RENT: Shall not exceed 16/-.

#### BUILDING, DESIG AND OTHER FACILITIES:

Perimeter of built and covered area should be 16 sq. mt. with floor paved with cement, should have a ceiling and electric light. Must have:

- Shared toilet.

### BRACCOS Type 2

RENT: Shall not exceed 15/-.

#### BUILDING, DESIG AND OTHER FACILITIES:

Perimeter of built and covered area should be 16 sq. mt. with cement floor, but has no electricity light or ceiling.

CLASS « H ».

A R I S H Type 1

RENT: Shall not exceed 15/-.

BUILDING, DESIG AND OTHER FACILITIES:

Perimeter of built and covered area should be 16 sq. mt. paved with cement, but has no electric light or ceiling.

A R I S H Type 2

RENT: Shall not exceed 10/-.

— Ordinary arish.

Mogadishu, 27 November 1973.

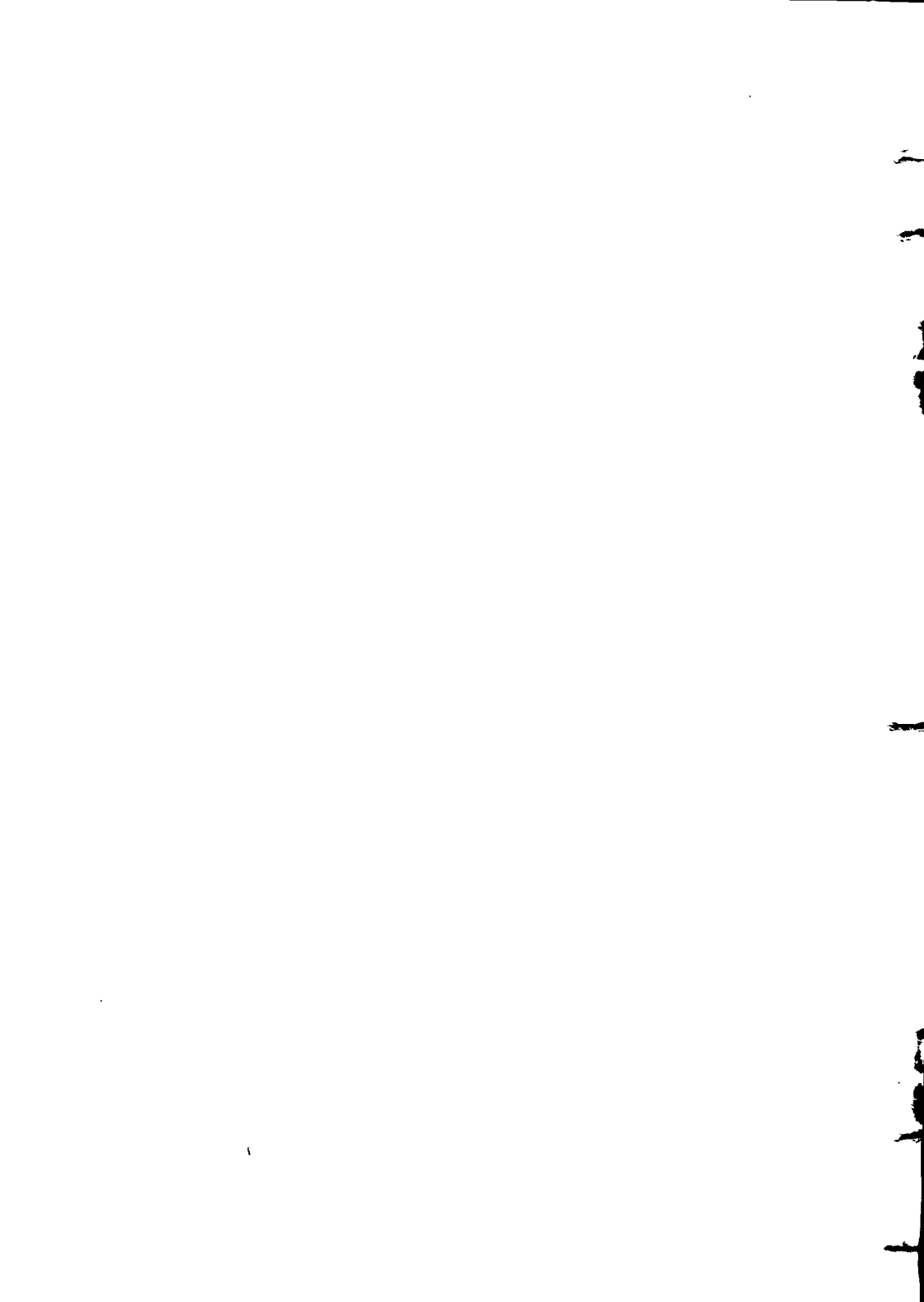
*Jaalle Major Gen. Mahamed Siyad Barre*  
PRESIDENT  
of the Supreme Revolutionary Council

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**PARTE SECONDA**  
**DISPOSIZIONI, COMUNICATI AVVISI, VARIE**

N. N.

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## **Corrigendum to Law No. 44 of 27th November 1973.**

Article 14, paragraph 3 should read as follows:-

«Indischarging it's functions effectively, each district Revolutionary Council shall constitute itself as Rent Control Council. The Council shall be assisted by a technical committe consisting of:

- a) a judge, to be nominated by the Secretary of Justice and Religion, who shall act as the Chairman of the said committee.
- b) a representative from Mogadiscio city Revolutionary Council on each of the other District Revolutionary Councils.
- c) A representative from the Ministry of Public Works.
- d) A representative from the Police.
- e) A representative from the Political Office of the Presidency of the S.R.C.

### 2. A N N E X

CLASS « E ».

#### LUXURIOS ROOMS Type 1

Last paragraph should read:

«It should have a concrete roof a roof of asbestos and floor paved with high quality tiles or cement».

#### Type 2

Should read:

«Rent shall not exceed 40/=

#### BUILDING, DESIGN AND OTHER FACILITIES:

Perimeter of building and covered area should not be less than 16 sq. mt. Must have:

— Common toilets

— It should have a floor paved with high quality tiles or cement and a roof covering of asbestos cement or iron sheets — Electric light.