

Book Review

LYE LIN HENG'S LANDLORD AND TENANT LAW IN SINGAPORE¹

by Lye Lin Heng, Koh Swee Yen & Elaine Chew

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1 The first edition of Lye Lin Heng's *Landlord and Tenant* was published in 1990. In its time, this text broke new ground in that, in a book dedicated exclusively to landlord and tenant law, it comprised a detailed and coherent account of the potentially chaotic complex of rules governing a central part of the legal architecture of Singapore. The first edition was highly acclaimed and came to be deeply influential in shaping the developing law of leases in Singapore. For many, it is regrettable that it has taken 30 years for a new edition to appear. However, the wait was certainly worthwhile. The updated edition, *Lye Lin Heng's Landlord and Tenant Law in Singapore*, authored by Professor Lye and her collaborators Koh Swee Yen and Elaine Chew, builds upon the secure foundations of the first edition and is a veritable *tour de force*.

2 The decades since 1990 have witnessed a prodigious (and almost unmanageable) accumulation of the statutory material and case law relating to the law of landlord and tenant. The demands placed upon authors in this area are multiplied by the inescapable fact that legal exposition requires a mastery not merely of statute and case law, but also of legal history, the relationship between law and equity, housing law, planning law, and, not least, the substratum of English common law from which much Singaporean law is still drawn even today. Added to this is the commendable determination of the authors to grapple with the increasingly incongruous (and often feudal) relics of the English common law which sit so uneasily beside the distinctive nuances of modern Singaporean law. For good measure, the authors have incorporated within their text copious and extremely valuable references to the law of other

1 LexisNexis, 2nd Ed, 2020. The first edition of this book appeared as part of the Singapore Law Series published jointly by Malaya Law Review and Butterworths.

jurisdictions, going far beyond English law to tap into the comparative riches of landlord and tenant jurisprudence emanating, most notably, from Australia, Canada, Hong Kong, Malaysia and New Zealand.

3 The scale of the endeavour undertaken by Professor Lye and her collaborators is daunting. This task has been accomplished with a meticulous attention to technical detail and a maturity of careful and critical analysis that, in combination, are the marks of high scholarship. More than that, the resulting volume is a work that in future years will prove an indispensable guide for a readership ranging from students to practitioners, from property agents to judges and public servants, and indeed for the ordinary citizen who wishes to be reliably informed about the current state of the law in Singapore. The contemporary importance of *Lye Lin Heng's Landlord and Tenant Law in Singapore* can scarcely be over-estimated.

4 The book comprises 12 chapters, alongside a short but highly topical Supplement, and is sensibly organised in four parts.

5 The first five chapters of the book delineate the nature and historical origin of the lease in its various forms, the requirements of the law regarding the participating actors, and the modes of formal and informal creation that bring into being the landlord-tenant relationship. These chapters offer a most insightful treatment of such vexed matters as the distinction between leases and licences, the requirement of certainty of term, the nature of the periodic tenancy, and the idiosyncrasies of the doctrine of *Walsh v Lonsdale*. A delightful inclusion in this context is the brief section on the legal status of that now ubiquitous form of short-term accommodation, the “AirBnB” rental. There is a careful analysis of the interaction of leases with the various regimes of registration in Singapore and, perhaps unusually for a book of this kind, there is also a most helpful guide to the stamp duty implications that may attend the creation and assignment of a lease.

6 Chapters 6–8 follow with an extremely comprehensive account of the rights and obligations of the parties to a lease, and of the ways in which these incidents of a lease may become binding beyond the original parties so as to be enforceable by and against their successors. The authors have succeeded superbly in providing a rational exposition of a labyrinth of rules and sub-rules that so often defeats innocent newcomers to the law of landlord and tenant. It should not go unnoticed that Chapter 7 contains an extensive elucidation of the legal phenomenon of rent and of the landlord's various remedies in the event of non-payment.

7 Chapters 9 and 10 turn, logically, to the final stages of the landlord-tenant relationship. These chapters comprise a highly

informative analysis of the various modes of termination and of the rights of the respective parties at that point. There are particularly illuminating accounts of the processes of surrender and forfeiture of leases. Moreover, the authors' treatment of the frustration and repudiation of leases highlights one of the major underlying themes of the book, namely the extent to which recent years have seen, in Singapore as elsewhere, the increasing "contractualisation" of the lease in place of the proprietary perspectives that have long dominated our concept of the lease. And here, it has to be said, it was Professor Lye's first edition of this book that provided the vital stimulus for the courts of Singapore to recognise the steady intrusion of more contractually nuanced understandings of the landlord-tenant relationship.²

8 The final two chapters of the book underscore the imaginative and innovative manner in which this important work on landlord and tenant law has been constructed. Chapter 11 ventures, quite rightly, into the area of public housing. It contains a fascinating account of the phenomenon of the "HDB lease", the form of tenure provided by the Housing and Development Board in one of the most successful public housing programmes known within the common law world. Consistently with the contemporary emphasis on environmental imperatives, Chapter 12 introduces the reader to the "green lease" – the product of a governmentally endorsed attempt to promote an environmentally friendly leasing arrangement between landlord and tenant which sets out environmental objectives on how the building is to be improved, managed and/or occupied in a sustainable manner. And in a necessary, if deeply regrettable, nod to modernity, the second edition of *Lye Lin Heng's Landlord and Tenant Law in Singapore* concludes with a brief Supplement devoted to the impact of the COVID-19 pandemic on landlord-tenant obligations.

9 Professor Lye and her collaborators, Koh Swee Yen and Elaine Chew, are to be warmly congratulated on bringing so rich a work to successful completion. For years to come this book will remain an essential guide to a vitally significant area of the law of Singapore. In her self-deprecating way, Professor Lye has described this new edition of her book as her "swan song" in the field of property law. In truth, it is far from

2 See, for example, *Tan Soo Leng David v Lim Thian Chye Charles* [1998] 1 SLR(R) 880 at [22].

a swan song but more in the nature of a *magnum opus* and a very fine legacy to all lawyers in Singapore.
