BAUET JOURNAL
Published by
Bangladesh Army University of Engineering & Technology (BAUET)
Journal Homepage: https://journal.bauet.ac.bd/
DOI: https://doi.org/10.59321/BAUETJ.V5I1.23

Exploring Compliance with the Premises Rent Control Act of 1991 in the Khulna Metropolitan Area

Nashsakh Bin Rahman[1], S. M. Hayat Mahmud[1], Shilajit Kumar Roy[2*]

[1]Department of Law, School of Law, Khulna University, Khulna – 9208, Bangladesh
[2]Department of Law and Human Rights, School of Arts and Social Sciences, R. P. Shaha University, Narayanganj – 1400, Bangladesh

Abstract: The Premises Rent Control Act, 1991 aims to regulate rental affairs and safeguard the rights of both landlords and tenants in urban areas. This study examines the effectiveness and implementation of the Act within the Khulna Metropolitan Area. Although the Act has been in place for a long time, the findings indicate that it is not enforced in most cases. The study uses a descriptive socio-legal design with mixed methods. It describes relevant legal frameworks to form the baseline against which compliance is later assessed through surveys with 60 respondents. The descriptive analysis of survey data reveals significant gaps in compliance, with widespread violations of key provisions. These include not issuing rental agreements and rent receipts, not following standard rent limits, receiving more than one month's advance rent, etc. Additionally, disputes between tenants and landlords are rarely resolved through the formal methods outlined in the Act. This paper further analyzes the broader legal framework governing rental affairs in Bangladesh and offers practical recommendations. These include enhancing public awareness, enforcing compliance, introducing alternative dispute resolution (ADR) processes, establishing a dedicated monitoring body, conducting regular legislative reviews, and bringing timely amendments to address evolving challenges in the rental housing sector.

Keywords: *Rent Control; Tenants' Rights; Rental Agreement; Landlord; Housing Regulation*

Introduction: Since the beginning of human civilization, shelter has been one of the most basic needs, along with food. In ancient times, people lived in caves. As society evolved, they started building homes and forming communities. Over time, villages grew into towns and cities. People began moving from rural areas to urban centers in search of better jobs, education, and a safer life. This shift has created a housing crisis in many cities, and Bangladesh is no different. The country's growing population stands at around 173 million, and the per-capita land entitlement is fast depleting.

The rental housing market in Bangladesh faces challenges due to overpopulation and migration to cities in large numbers. There is a significant power imbalance between landlords and tenants. House rent in different parts of Bangladesh increased by 5.93 percent from April to June in fiscal year 2022-23, placing an extra burden on many lower and middle-income households, according to the Bangladesh Bureau of Statistics (BBS) [1]. The report also mentions that more people are being forced to rent smaller homes, sublets, or shared living spaces, sacrificing not just space but also their overall quality of life [2]. A BRAC Institute of Governance and Development (BIGD) report found that 82% of Dhaka households spend over 30% of their income on house rent [3]. This is well above the affordability limit. As a result, half of those families had to reduce spending on other necessities like food and school fees to cover rent, just to stay close to their workplace or their children's school [3]. In the past, house rent matters in Bangladesh were regulated under the Transfer of Property Act, 1882 [4]. Then came the East Pakistan House Rent Control Ordinance, 1963 and the Premises Rent Control Ordinance, 1986. Finally, the Premises Rent Control Act was enacted in 1991 to deal with rental issues. It contains 36 sections. However, the law is still not being enforced properly, even after more than 30 years. Landlords often exploit the situation by charging above the legal standard rent, raising rent arbitrarily, demanding excessive advance payments, and so on.

Khulna is the third-largest city in the country, and it is the administrative centre of the Khulna District and the Khulna Division. Although several studies have looked at compliance with rent control laws in major cities like Dhaka, Chittagong, Sylhet, etc., no such study has been done on Khulna. This leaves a significant gap in understanding how the law works in this important metropolitan area. This study aims to assess the compliance of the law within the Khulna Metropolitan Area. The study first examines the provisions of the rent control law, then presents findings from field data to assess the level of compliance in the study area. These findings are subsequently analyzed in light of prior studies to identify both common patterns and unique issues. Finally, the study offers practical recommendations for improved enforcement and legal reform.

Conceptual Discussions: Rent control refers to regulations that limit how much landlords can increase rents while also setting guidelines for maintenance, conversions, and tenant-landlord relationships [5]. Unlike first-generation hard rent freezes during wartime in European jurisdictions, second-generation or soft rent control typically allows for increases linked to inflation [5]. It offers tenants in urban areas greater protection, including security of tenure and fairer processes for evictions and rent appeals. It also ensures that landlords receive a fair return on their property.

Article history:
Received: 17 June 2025
Received in revised form: 27 August 2025
Accepted: 21 September 2025
Available online: 15 December 2025

Corresponding author details: Shilajit Kumar Roy
E-mail address: skroy.lawku@gmail.com
Tel: +8801677671897

Section 2 of the Premises Rent Control Act, 1991 defines the main parties and concepts involved in renting in Bangladesh. A landlord is anyone who receives or is entitled to receive rent for a property, whether for themselves, on behalf of someone else, as a trustee, or even a tenant who sublets to others. A tenant is the person who pays rent to use the property. This definition also includes someone who continues to live there even after their tenancy officially ends. The term premises refers to any building, part of a building, or hut, whether used for living or business purposes, along with its gardens, grounds, or out-houses. Lastly, rent is simply the payment made by the tenant to the landlord for using such premises.

Literature Review: Uddin (2017) examines how effective the House Rent Control Act, 1991 is in managing rent disputes and setting standard rent in Chittagong and Sylhet [4]. He uses a socio-legal approach, combining interviews with Rent Controllers, City Corporation officials, and legal practitioners with surveys of tenants. He also reviews legislation, case law, and other sources. The study reveals that even with a legal framework, tenants still face unfair rent increases, illegal advance payments, and frequent evictions. These issues stem from weak enforcement, a shortage of dedicated rent controllers, a lack of staff, and limited tenant awareness. Analysis of survey data shows that rents in Chittagong have risen by an average of 10.43% each year, which means they double roughly every 10 years. In Sylhet, rents have increased by 9.6% annually, doubling in less than 9 years. Both rates outpace income growth, forcing tenants to spend 55 to 65% of their income on housing. The disposal rate for house rent suits is also low, not exceeding 15%, and disputes usually take nearly five years to resolve. Uddin argues that these systemic issues have made the Act mostly rhetorical in practice. In another study conducted in 2016, Uddin examined public awareness of house rent laws, identified reasons for their poor enforcement, and pointed out gaps in the current legal system governing urban tenancy in Bangladesh, specifically in Chittagong and Sylhet [6]. He used a mixed-method approach and gathered data through a survey of 315 respondents and interviews with 10 experts, such as legal practitioners and officials. The key findings show that public knowledge of rent laws is very limited. In Chittagong, 45% of respondents were unaware of the Act, while in Sylhet, it was 57%. Only a third of tenancies are based on written contracts. Landlords often ask for more than one month's rent in advance or raise rents arbitrarily, sometimes twice a year. Disputes are common, affecting 40% of Chittagong residents and 35% in Sylhet, but formal resolution is rare due to the burdensome court process, with less than 10% of parties filing cases. The rent control system itself is ineffective, as Senior Assistant Judges serve as ex officio Controllers but have heavy workloads, little authority, and no manpower. This results in a low disposal rate of around 15% annually. Landlords often underreport their rental income to avoid taxes, which leads to government revenue loss and tenant exploitation.

A 2018 study explores the implementation gap of the Premises Rent Control Act in Bangladesh [7]. The study aimed to understand why the law, designed to balance landlord and tenant relations, is largely ineffective in practice. It adopts a doctrinal and analytical method, and reviews statutory provisions and judicial interpretations. The key findings show that while the Act appears to be tenant-friendly on paper by restricting arbitrary rent increases, limiting advance payments, and allowing rent controllers to set standard rents, its actual implementation is almost absent. Many tenants and landlords don't know about rent controllers. The processes involved are bureaucratic, and there are contradictions between the Act and the city corporation rules. Additionally, rent controllers, who are chosen from assistant district judges, are mostly inaccessible to the public. The lack of city corporation involvement makes the problem worse. The recommendations call for immediate changes to the Act to clarify unclear provisions. They also suggest empowering city corporations in rent control roles, making rent controllers more visible and accessible, and providing standardized tenancy forms to ensure transparency.

Islam and Uddin (2016) examine the issue of rising house rents and their effects on city residents, specifically in the Badda area of Dhaka [8]. They adopted a survey-based quantitative method, collecting primary data from 120 families of Badda. The key findings show that tenants bear a heavy burden from rising rents, often spending more than half of their monthly income on housing. This limits their ability to buy food, access healthcare, afford education, and save money. The poor enforcement of rent control laws gives landlords the power to raise rents without restraint, increasing financial stress and instability for lower and middle-income groups. The study highlights that the urban poor suffer the most, as they have to either accept lower housing quality or relocate frequently. The recommendations stress the need for better enforcement of current rent control laws, the establishment of efficient government monitoring systems, area-based rent limits to prevent arbitrary increases, and long-term housing policies like affordable housing programs to lessen reliance on private landlords.

The study by Siddiqe and Amin (2023) aimed to examine the problems related to the implementation of the Premises Rent Control Act, 1991 in Chattogram City and to find sustainable solutions for these issues [9]. The study used a mixed-method approach and involved in-depth interviews with 100 tenants and landlords from various parts of Chattogram, along with rent controllers and advocates. The findings showed significant gaps in awareness and compliance. Most landlords and tenants were unaware of the law and its provisions. Often, there were no written agreements or receipts for rent transactions. Landlords frequently broke legal rules by demanding excessive advance payments, raising rent arbitrarily, and not ensuring utilities and security. Furthermore, the study found that disputes related to rent were rising, but the legal and institutional mechanisms for resolution were weak. The courts were overloaded with pending cases, rent controllers had limited authority, and there were no dedicated offices or alternative dispute resolution mechanisms. The study also highlighted that many landlords reacted with hostility when tenants asked for rent reductions. This behavior reinforced a power imbalance where landlords acted with near-total impunity, essentially being treated as 'lords' who ignored legal limits.

This study differs from earlier studies primarily because of its regional focus. It investigates how the Rent Control Act has been implemented in the Khulna Metropolitan Area, an important urban region that previous rent control studies have largely overlooked. This study, therefore, offers new evidence and a regional perspective to the existing literature.

Materials & Method:

Research Design: The study employs a descriptive socio-legal design with mixed methods, combining both qualitative and quantitative components. First, the relevant provisions of the Premises Rent Control Act are described and summarized to identify the legal standards governing landlord-tenant relationships for the qualitative part. Second, a cross-sectional survey was conducted among 60 respondents for the quantitative part, mainly to illustrate trends and not to generalize statistically. A few open-ended responses in the survey also provided qualitative insights.

Population and Sample: The target population included urban tenants and landlords in the Khulna Metropolitan Area. The sample size involves 60 respondents: 40 tenants and 20 landlords. This size is adequate for a descriptive survey that aims to capture prevailing practices with moderate precision and to help with comparisons with legal provisions [10]. Within each group, tenants and landlords were approached using convenience sampling based on their availability and willingness to participate.

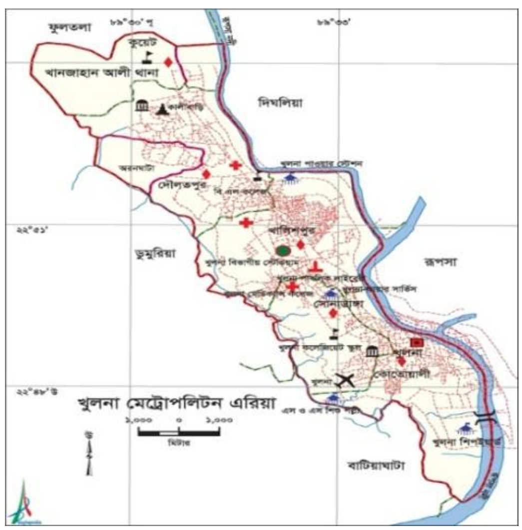

Fig. 1: Map of the Khulna Metropolitan Area.

Demographic Information of the Respondents: Out of 60 respondents, 40 were tenants and 20 were landlords. Among the tenants, 25% were between 18–29 years, 40% were 30–39 years, 15% were 40–49 years, 17.5% were 50–59 years, and only 2.5% were 60 years or older. Around 27.5% had been living in their current residence for less than one year, 40% for 1–4 years, 20% for 5–10 years, and 12.5% for 10 years or more. Among the landlords, 10% were aged 18–29 years, 15% were 30–39 years, 15% were 40–49 years, 25% were 50–59 years, 20% were 60–69 years, and 15% were 70 years or older. In terms of monthly income from renting houses, 25% earned between 5–20 thousand taka, 30% between 21–40 thousand taka, 25% between 41–60 thousand taka, and 20% earned 61 thousand taka or above.

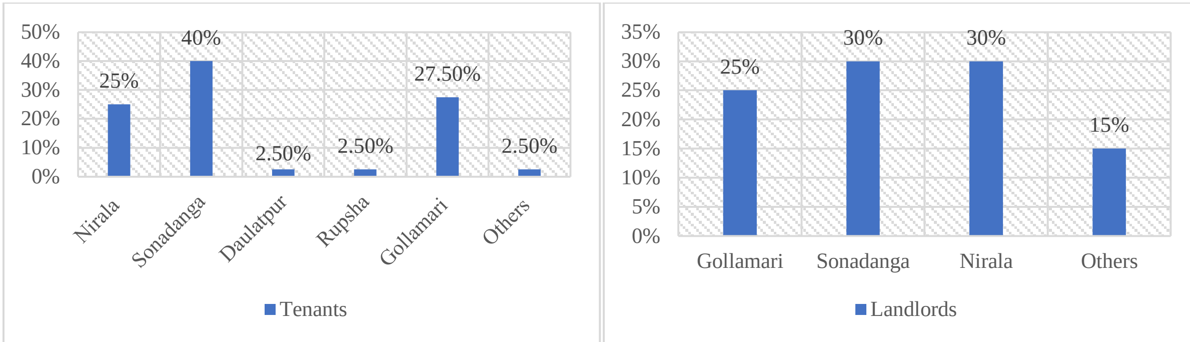

Fig. 2: Demographic Information of the Tenants and Landlords.

Data Collection Process & Tools: Primary data were collected through a cross-sectional survey conducted with tenants and landlords during the month of October-November in 2024. It also involves the Premises Rent Control Act and related legal documents. Secondary data include scholarly articles, newspaper reports, blogs, and other relevant literature to provide contextualization and support the interpretation of primary empirical findings. The main tool for conducting the survey was two sets of structured questionnaires, one for tenants and another for landlords. It included close-ended questions with yes/no options, multiple-choice questions, and a few open-ended ones to capture unique experiences that tenants or landlords face.

Analytical Framework: Survey data were analyzed using descriptive statistics, such as frequencies and percentages, to explore the level of awareness and compliance among tenants and landlords in the Khulna Metropolitan Area. No inferential statistical tests were conducted, as the study was aimed at descriptive assessment rather than hypothesis testing. A descriptive summarization of relevant sections of the Premises Rent Control Act was conducted to identify the legal standards, compare survey results with those standards, point out enforcement gaps, and draw conclusions.

Legal Framework Related to Rental Affairs in Bangladesh: The Constitution of the People's Republic of Bangladesh sets the foundation for all laws. According to Article 7(2) of the Constitution, any law that conflicts with the Constitution is void to the extent of the conflict. Article 15(a) recognizes shelter as one of the basic necessities of life, placing a duty on the State to ensure housing for its citizens. Though not judicially enforceable like fundamental rights, it shall be applied by the State in the making of laws. Courts in Bangladesh have also recognized it as part of the right to life under Article 32 in various judgments. Article 42 of the Constitution additionally guarantees the property right, protecting the landlords. However, while landlords can control and benefit from their property, tenants also have legal protections against unfair treatment. In Bangladesh, the Premises Rent Control Act, 1991 (PRC Act) is the main law that deals specifically with house rent. It was introduced to regulate landlord-tenant relationships, prevent unfair practices, and ensure that tenants are not charged excessive rent. Alongside this Act, other laws such as the Transfer of Property Act of 1882, the Code of Civil Procedure of 1908, and the Public Demands Recovery Act of 1913 also play supporting roles in rental matters.

The PRC Act includes several important provisions to regulate rental practices. Under section 3, the government may appoint a Controller, along with Additional or Deputy Controllers, to administer the Act. In practice, Assistant District Judges are often designated for this role. The hearing of every application made to the Controller shall be completed within a period of three months, with permissible extensions. Section 7 prohibits landlords from charging rent above the standard rent, regardless of any agreement to the contrary. This standard rent is determined by the Controller under section 15, which sets it at 15% of the property's market value. Either tenant or landlord may apply for this rent to be set or reviewed every two years as per section 16. Section 10 bars landlords from demanding extra payments (e.g., salami, security deposits, premiums) and limits payment of any sum exceeding one month's rent of such premises as rent in advance without prior approval of the Controller. Section 12 prohibits forcing tenants to purchase furniture as a condition of tenancy. Section 13 mandates that landlords issue signed rent receipts and maintain proper records. Eviction is regulated under section 18, which protects tenants from being evicted as long as they pay rent and follow the agreement terms. Exceptions include subletting without permission or for the landlord's necessity. Notably, this section overrides conflicting provisions in the Transfer of Property Act and Contract Act through a non-obstante clause. Section 19 provides a process for tenants to deposit rent with the Controller if the landlord refuses to accept payment or cannot be found. If unclaimed for three years, the money may go to the government. Section 21 allows tenants to request repairs. If landlords do not respond within 30 days, tenants can carry out repairs and deduct the cost, up to one-sixth of annual rent, with approval. If the repairs or measures exceed in cost the amount specified by the Controller in the order, the tenant shall bear the excess cost himself. Urgent repairs may be done within 72 hours, followed by cost recovery.

Sections 23 to 27 lay out penalties. Landlords charging above standard rent and receiving any sum as rent in advance in excess of one month's rent without the written consent of the Controller may be fined double or triple the excess amount (section 23). Other penalties include fines for disturbing easement rights (section 24), providing false information (section 25), unlawful possession (section 26), and failing to issue receipts (section 27). The complaint process is outlined in section 28, allowing written complaints to the Controller, who may investigate and impose fines recoverable as public debt. Section 29 limits complaints under sections 23, 25, 26, and 27 to within six months of the offense. Section 30 provides the right to appeal to the District Judge, who may also review or transfer the case. The appellate decision is final.

Findings: Following a comprehensive analysis of the collected data and a review of the Premises Rent Control Act, 1991, several issues were identified in terms of knowledge and compliance with the Act within the Khulna Metropolitan Area. The major findings are summarized below:

Prior Knowledge and Awareness about the Act: Both landlords and tenants were supposed to possess adequate knowledge of their legal rights and responsibilities. However, survey results reveal that 67.5% (n=27) of tenants and 55% (n=11) of landlords are unaware of the Act's existence. Only 15% (n=6) of tenants and 30% (n=6) of landlords reported that they fully understand the law. Meanwhile, 17.5% (n=7) of tenants and 15% (n=3) of landlords said they have only a partial understanding of it. Respondents who were aware of the Act were asked how they learned about it. Among tenants, Word of Mouth was the main source at 46.1% (6/13). This was followed by Government Publications at 30.8% (4/13) and Media at 23.1% (3/13). For landlords, most relied on the Media, which accounted for 55.6% (5/9). This was followed by Government Publications at 22.2% (2/9) and Word of Mouth at 22.2% (2/9), indicating they depended less on informal networks. Respondents also emphasized that awareness is essential, as it directly impacts the protection of their rights. This widespread lack of awareness severely hampers the enforcement of the Act and contributes to frequent violations.

Written Rental Agreements: The Act encourages written agreements outlining rent amounts, tenancy terms, and other conditions. Despite this, only 47.5% (n=19) of tenants and 40% (n=8) of landlords reported having formal written agreements. Tenants who responded positively were asked if their rental agreements clearly stated the rent amount, duration, and other terms. Of the tenants with a written agreement, 47.4% (9/19) said these details were included, while 52.6% (10/19) said they were not. Of the landlords providing a written agreement, 50% (4/8) acknowledged specifying the rent amount, duration, and other terms. A culture of verbal agreements based on mutual trust therefore persists among the respondents, with some landlords considering written contracts to be unnecessarily complicated and time-consuming. However, the absence of written agreements not only increases the risk of disputes but also obstructs the implementation of the Act's key provisions.

Issuance of Rent Receipts: Section 13 of the Act mandates that landlords issue written receipts for rent payments. Among the surveyed respondents, 72.5% (n=29) of tenants reported not receiving rent receipts, while 27.5% (n=11) did. On the other hand, 45% (n=9) of landlords admitted they do not issue them, while 55% (n=11) reported otherwise. This practice undermines tenants' rights and creates ambiguity in rental transactions. Most tenants expressed that rent receipts are essential for maintaining proof of payment. Such non-issuance of receipts reflects the widespread violation of section 13.

Standard Rent Provisions: Sections 7 and 15 of the Act define and regulate standard rent, stating that any rent beyond the prescribed amount is legally unrecoverable. Findings indicate that only 17.5% (n=7) of tenants pay standard rent, while 82.5% (n=33) do not. Similarly, 35% (n=7) of landlords said they consider the standard rent when setting rental prices. In contrast, 65% (n=13) admitted they do not. Additionally, when asked if they had ever changed rent according to the Premises Rent Control Act, all landlords (100%) answered no. Therefore, landlords uniformly ignore standard rent guidelines, often unaware of the concept or the role of the Rent Controller in setting them. This widespread non-compliance reflects deep-rooted issues of ignorance, absence of enforcement mechanisms, and lack of accountability, leading to systematic violations of the Act.

Increases in Rent: Although the Act restricts excessive rent hikes, the findings suggest relatively moderate increases in most cases. About 42.5% (n=17) of tenants experienced rent increases over the past couple of years, with 76.5% (13/17) of them reporting increments of up to 10%. The remaining 23.5% (4/17) of tenants indicated that the increase was between 10 and 20%. Additionally, 10% (n=2) of landlords reported adjusting rents every year. 75% (n=15) indicated they raised rent every two to three years. 15% (n=3) said they changed it only when a tenant moved out. When landlords were asked about the rate of rent increases, 85% (n=17) reported raising rent by less than 10%. In contrast, 15% (n=3) said they increased rent by 10 to 20%.

Advance Payment of Rent: Section 10 stipulates that landlords cannot demand more than one month's rent in advance without approval from the Controller. Most respondents reported moderate compliance with this provision, as one-month advances are common practice. Of the 40 tenants surveyed, 87.5% (n=35) said that they paid in advance, while 12.5% (n=5) said they did not. Among the twenty landlords surveyed, 80% (n=16) reported that they had taken an advance, while 20% (n=4) mentioned that they did not take an advance. Among tenants who reported paying advances, 71.4% (25/35) paid for one month. 25.7% (9/35) paid for two months, and 2.9% (n=1) paid for three months. In contrast, among landlords who confirmed receiving advances, 68.8% (11/16) accepted one month's payment, 31.2% (5/16) accepted two months, and there were no reports of collecting more than two months' advance. Such limited instances of demanding multiple months' rent in advance indicate occasional violations.

Disputes between Landlords and Tenants: Responses to disputes showed that conflicts between tenants and landlords are common in the KMA. Among tenants, 27.5% (n=11) reported disputes, while 72.5% (n=29) did not. Similarly, 35% (n=7) of landlords recognized disagreements with tenants, while 65% (n=13) reported no issues. Disputes typically happen over maintenance (6/11), rent hikes (4/11), and eviction (1/11) for tenants and over eviction notice (4/7), rent hikes (1/7), maintenance (1/7), and due rent (1/7) for landlords.

Resolution of Disputes: Sections 28 to 30 of the Act provide for formal dispute resolution mechanisms through legal channels. However, the data shows that most disputes, typically over maintenance, rent hikes, and eviction, are resolved informally. All landlords (7/7) and 81.8% (9/11) of tenants who acknowledged having disputes preferred self-negotiation rather than legal proceedings. Only 18.2% (2/11) resolved the dispute through mediation. In contrast, landlords did not use it at all. Neither of these groups approached the court. This shows that they are equally unwilling to rely on legal systems.

Enforcement of Penalties: Sections 23 and 27 outline the penalties for violating the Act. Yet, not a single landlord reported facing any legal consequences for non-compliance. This lack of enforcement may stem from multiple factors, including tenants' ignorance of their rights, fear of losing their homes, and a tendency to resolve conflicts outside legal frameworks. When core provisions of the Act remain largely unenforced, expecting the implementation of punitive measures becomes unrealistic. This exposes a major systemic failure in ensuring accountability under the law. Overall, the findings highlight a significant disconnect between the provisions of the Premises Rent Control Act and its practical enforcement in the Khulna Metropolitan Area; largely driven by a lack of awareness, informal practices, and the absence of effective enforcement mechanisms.

Discussion: The findings of this study confirm many challenges noted in previous studies and reveal some new dynamics specific to the Khulna Metropolitan Area (KMA). Following Uddin (2016, 2017) and Siddiqe and Amin (2023), this study shows that both landlords and tenants have very limited knowledge of the Premises Rent Control Act, 1991. More than half of both groups in KMA admit they are unaware of the law. This aligns with earlier studies in Chittagong, Sylhet, and Dhaka, where ignorance of rent laws was common and led to sudden rent increases and tenant exploitation. No previous studies have reported a high level of awareness of the Act in urban Bangladesh. Additionally, this study supports earlier findings that written tenancy agreements and rent receipts are rarely kept, even though they are legal requirements. The continued use of verbal agreements and the near-total lack of receipts in KMA reflect the patterns identified by Uddin (2016) and Rahad Uddin (2018). Siddique and Amin (2023) noted that many cases lack written rent agreements, which may be the door to many other problems. They also pointed out that many people pay their rent without receiving a receipt. This reinforces the idea that poor documentation practices are a widespread issue across urban Bangladesh. The results about standard rent provisions are similar to earlier studies, especially Uddin (2017). He noted that landlords often ignore the Rent Controller's role in setting lawful rent levels. Siddique and Amin (2023) also discovered that landlords were raising rents in violation of the law. The fact that none of the landlords surveyed in Khulna have ever set rent according to the Act highlights the general uselessness of standard rent rules across the country. Additionally, findings on advance rent payments match those of Islam and Uddin (2016), who reported illegal demands for several months' rent in Dhaka. While some violations are clear in KMA, the trend of one-month advances indicates a bit more compliance here compared to Dhaka and Chittagong. This detail sets this study apart from earlier ones.

This study supports previous findings that disputes between landlords and tenants happen often but are rarely taken to formal legal institutions. Most people prefer to negotiate matters themselves and settle matters informally in KMA. This trend aligns with Siddiqe and Amin (2023), who noted a general distrust in the courts and the rent control system. However, this study introduces a new aspect by showing that tenants sometimes use mediation, even though it is uncommon. Earlier research mainly focused on resolving disputes through self-settlement or avoiding litigation. A further contribution of this study is its findings on moderate rent increases. Unlike Uddin (2017), who reported sharp annual increases in Chittagong and Sylhet (around 10% a year, doubling every 9 to 10 years), the rent hikes observed in Khulna seem comparatively modest. Most landlords are raising rents by less than 10% every two to three years. This indicates a different pattern of rent growth in KMA, likely linked to lower levels of urban migration and housing demand compared to Dhaka or Chittagong.

Finally, this study highlights the total lack of enforcement of penalties under the Act in KMA. While previous studies mentioned weak enforcement and backlogs of cases, none provided such clear evidence that landlords face no legal action at all for violations. Tenants seldom went to courts or rent controllers. Instead, they often resolved disputes privately. This complete absence of recourse to legal action reveals an enforcement gap that is even worse than what has been reported in Dhaka, Chittagong, or Sylhet.

The findings support earlier studies, showing that the Premises Rent Control Act is mostly symbolic in urban Bangladesh. They also provide new insights by revealing moderate rent increases in KMA, occasional use of mediation for disputes, and the complete lack of enforcement of legal penalties. These issues help to understand the regional variations and systemic weaknesses in the implementation of rent control laws.

Recommendations: While the Premises Rent Control Act provides a solid legal framework, its successful implementation in any urban area requires a multi-dimensional approach involving legal reform, institutional strengthening, community participation, and active involvement of all stakeholders. Only through a collaborative and proactive approach can tenants' rights be protected and fair housing ensured. The suggestions are as follows:

Increasing Public Awareness and Legal Education: The top priority is to raise public awareness and provide legal education. Many problems related to non-compliance and poor implementation come from tenants and landlords not knowing their rights and responsibilities under the Act. Local government authorities should team up with NGOs and community groups to hold regular awareness campaigns, workshops, and seminars about the Act. They should distribute educational materials like brochures and pamphlets. They can also use mass media, including television, radio, newspapers, and social media, to share simple information about the law.

Strict Enforcement of the Provisions of the Act: After raising awareness, strict enforcement of the Act must follow. Without consistent enforcement, the Act will remain ineffective. Measures should be taken to ensure that landlords issue rent receipts, follow the standard rent set by the authorities, and do not collect more than one month's rent in advance unless allowed. The relevant provisions, particularly Sections 7, 10, 13, 15, 16, and 27, must be enforced without exception. The Rent Controller should update and publish standard rent rates for each area regularly. Violations by either party must result in penalties as outlined by the Act. To ensure stricter enforcement of the law, the post of Rent Controller could be established as an independent position, rather than assigning this responsibility to judges.

Strengthening Dispute Resolution Mechanisms: Another important step is to strengthen dispute resolution mechanisms. The existing legal procedures are often time-consuming and expensive, discouraging people from seeking justice. Therefore, the capacity of Rent Controllers and the relevant courts must be enhanced, and additional Rent Controllers should be appointed. Their offices should be accessible and visible to the public. The introduction of Alternative Dispute Resolution (ADR) methods, such as mediation and arbitration, would allow for faster and less costly resolution of disputes. The Legal Aid (Amendment) Ordinance, 2025 now requires landlords and tenants in rent-control cases to try mandatory mediation before going to court [11]. The government claims this will help settle disputes more easily and quickly [12]. However, critics warn that with few legal aid offices and limited staff, sending every case to mediation might overwhelm the system [13]. This could delay urgent help, such as stopping unlawful evictions. Nevertheless, it would be useful since many rent issues can be worked out through discussion, which could reduce court backlogs.

Institutional Capacity Building: Effective implementation and enforcement of the Act require strong institutional capacity. Rent Controllers and related officials should be appointed regularly and given continuous training to enhance their competence. The government must allocate enough financial and human resources to support the effective operation of Rent Controllers' offices. These offices should have enough staff, authority, and modern technology to effectively oversee and regulate rent control matters.

Review and Amendment of the Act: Given that the Act has not been amended since it was enacted in 1991, a thorough review is urgently needed. Many provisions are outdated or unclear in light of today's social and economic realities. Amendments should concentrate on appointing independent Rent Controllers, including ADR procedures, revising penal provisions, clarifying commercial and residential tenancy rules, and expanding the powers of Rent Controllers. A regular review process involving landlords, tenants, legal experts, and civil society organizations should also be established to ensure the law remains relevant and effective.

Development of Rules under the Act: Section 34 of the Act allows the government to make rules for issues that need detailed guidelines. However, no such rules have been developed yet. To implement the Act properly, the government must use this rule-making power without delay. Key procedural aspects, like the standard format for rental agreements, rent receipts, methods for adjusting rent periodically, processes for filing and resolving complaints, etc., should be clearly provided in the rules. Creating these rules would improve the overall enforcement structure of the rent control system.

Active Involvement of City Corporations: The active involvement of City Corporations is essential for successfully implementing the Act. As the authority in charge of managing municipal taxes, like holding taxes, City Corporations can directly influence rent regulation. To improve compliance, penalties need to be placed on landlords who violate legal rules. Tax incentives can be offered to those who properly register tenancy agreements and follow fair rental practices.

Conclusion: The Premises Rent Control Act aimed to regulate rental affairs in Bangladesh. It sought to ensure fairness and justice for both landlords and tenants. However, this study shows that the Act has not met its goals in the Khulna Metropolitan Area. Even after more than thirty years, it is mostly ineffective in dealing with the pressing concerns that are faced, particularly by the tenants in Khulna. The study shows that there is a widespread failure to follow key provisions of the Act. This includes the need for written rental agreements, issuing rent receipts, adherence to standard rent, and the use of formal dispute resolution mechanisms. Additionally, both landlords and tenants generally lack awareness of the Act and its requirements. This knowledge gap perpetuates a cycle of informal negotiations and self-managed solutions, often harming tenants' rights. To bridge this gap, the study recommends several key recommendations: enhancing public awareness through education and outreach, ensuring strict enforcement of the Act's provisions, establishing an independent regulatory body to oversee housing affairs, integrating alternative dispute resolution (ADR) mechanisms into the legal framework, and conducting regular reviews and amendments to keep the Act responsive to evolving socio-economic conditions. In essence, the Premises Rent Control Act has strong potential to promote fair housing rights in Bangladesh. Its success relies on the shared commitment of tenants, landlords, legal professionals, policymakers, and enforcement agencies. By aligning the law with practical realities, the Act can offer meaningful protections instead of just theoretical guarantees. If properly implemented, it can create a fairer and more balanced rental housing system, not only in the Khulna Metropolitan Area but throughout the entire urban areas in Bangladesh.

Acknowledgment: The authors express their sincere gratitude to all respondents for their valuable time and participation, which greatly contributed to the enrichment of this study.

References:

[1] M.A. Zaman, House rent on the rise: BBS, The Daily Star, 12 October 2023.
[2] R. Zia, Rising house rent affects quality of life, The Financial Express, 1 September 2024.
[3] M. Khan, Tenants: At the mercy of landlords, The Daily Star, 26 January 2018.
[4] A.S.M. Taj Uddin, Provisions for dispute settlement of rented house affairs and standard rent are only rhetoric: a study of Chittagong and Sylhet residential area, Bangladesh Research Foundation Journal 6 (2017) 139-154.
[5] R. Arnott, Time for Revisionism on Rent Control? Journal of Economic Perspectives 9 (1995) 99–120.
[6] A.S.M. Taj Uddin, House owner-tenant amicable relationship through proper implementation of laws in urban residential area, World Vision Research Journal 10 (2016) 33–47.
[7] S.M.R. Uddin, House rent control laws of Bangladesh: question of implementation, SCLS Law Review 1 (2018) 58-61.
[8] M.Z. Islam, M.H. Uddin, House rent hiking and its impact on the life of city dwellers: a study on Badda area of Dhaka City, ASA University Review 10 (2016) 229-240.
[9] M.A.H. Siddiqe, A. Amin, Applicability of Premises Rent Control Act in Chattogram City: dipping into problems in quest for sustainable solutions, BAIUST Academic Journal 4 (2023) 67.
[10] S. Kaur, Sample size determination (for descriptive studies), International Journal of Current Research 9 (2017) 48365–48367.
[11] S. Chakma, Legal Aid Services (Amendment) Ordinance 2025, The Daily Star, 23 July 2025.
[12] Mandatory Mediation: New era for justice, but concerns persist, Bangladesh Pratidin, 19 July 2025.
[13] H. Talukder, Legal experts on amended ordinance: Mandatory arbitration to increase sufferings of victims, Views Bangladesh, 12 July 2025.