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The Legal Protection of Tenants against Unlawful Eviction in Uganda: A Case Study of Selected Landlord–Tenant Disputes

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Abstract

This study examined how Ugandan law protected tenants against unlawful eviction, using selected landlord–tenant disputes as a case study. Doctrinal analysis of Articles 26 and 27 of the 1995 Constitution, the Landlord and Tenant Act, 2022, the repealed Rent Restriction Act and selected High Court decisions was combined with a quantitative review of 310 eviction disputes. Descriptive statistics, Pearson correlations, multiple linear regression on compensation (n = 76 evictions held unlawful) and binary logistic regression on the finding of unlawfulness (n = 310) were applied. Obtaining a court order before eviction reduced the odds that an eviction was held unlawful by 86 per cent, a written tenancy by 57 per cent and statutory notice by 54 per cent, whereas tenant representation raised the odds 3.40 times; months of arrears had no significant effect. Compensation rose with residential tenancy, tenant representation and Kampala location; the model explained 28.5 per cent of the variance. The study concluded that the law's protection depended on compliance with court order and notice requirements and on access to representation. Recommendations addressed enforcement of the 2022 Act, tenant legal aid, written tenancies, rent tribunals and public awareness.

Keywords: tenants; unlawful eviction; Landlord and Tenant Act, 2022; court order; notice; compensation; housing; Uganda; logistic regression

1.0 Background

Housing is a basic human need, and for the majority of urban Ugandans it is met through renting. Because tenants depend on landlords for shelter or business premises, they are vulnerable to arbitrary eviction, which disrupts family life, livelihoods and access to schools and health services(Julius & Kazaara, 2026a). The law therefore regulates the landlord–tenant relationship to balance the landlord's right to property and to recover rent with the tenant's interest in security of occupation (Hohfeld, 1913; Radin, 1982). Several constitutional provisions were relevant. Study 26 of the Constitution of the Republic of Uganda, 1995 protected the right to own property and prohibited arbitrary deprivation, Study 27 protected privacy of the home and other property from unlawful entry and interference, Articles 24 and 28 protected dignity and a fair hearing, and the National Objectives and Directive Principles of State Policy, in particular Objective XIV, directed the State to ensure access to shelter(Julius & Audrey, 2026). Internationally, Study 11 of the International Covenant on Economic, Social and Cultural Rights recognised the right to adequate housing, and the Committee on Economic, Social and Cultural Rights' General Comment No. 7 (1997) required that forced evictions be accompanied by procedural protections, including genuine consultation, adequate notice and legal remedies(Julius & Kaazara, 2025).

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For most of the twentieth century, residential and commercial tenancies in Uganda were regulated by the Rent Restriction Act of 1949, which sought to protect tenants of dwelling houses against excessive rents and arbitrary ejectment. Section 6(1) of that Act provided that no order for recovery of possession of a dwelling house or for the ejectment of a tenant could be made by a court unless specified conditions were met, and the High Court has held that the section required a landlord to obtain a court order before repossessing premises (High Court of Uganda at Kampala, [2021] UGHCCD 279). The recovery of rent by distress was regulated by the Distress for Rent (Bailiffs) Act (Cap. 76), which restricted the levying of distress to authorised bailiffs and required a subsisting landlord–tenant relationship (High Court Execution and Bailiffs Division, [2015] UGHCEBD 10). Despite these provisions, evictions by locking premises, removing property or forcibly ejecting tenants without a court order were widely reported.

Parliament enacted the Landlord and Tenant Act, 2022 (Act 9 of 2022), which was assented to on 12 April 2022, commenced on 17 June 2022 and repealed the Rent Restriction Act. The Act regulated the relationship of landlord and tenant, provided for tenancy agreements and their enforceability, required landlords to give tenants a copy of the tenancy agreement, imposed duties on landlords to ensure quiet enjoyment and on tenants not to use premises for unlawful purposes, and set rules on entry for inspection with twenty-four hours' notice(Julius et al., 2026). Part IX of the Act dealt with vacation of premises, eviction and related matters, including termination after notice, the right of either party to challenge termination in court, the effect of a tenant's refusal to vacate after notice, and unlawful eviction of a tenant(Flavia et al., 2023). Reports on the Act indicated that a monthly tenancy required thirty days' notice and a yearly tenancy sixty days' notice, that landlords were to re-enter only after the notice expired and in the presence of local authorities, and that where a tenant was unlawfully evicted the court could order compensation equivalent to three months' rent in addition to damages and other relief (Daily Monitor, 2022; Daily Monitor, n.d.).

Judicial decisions illustrated these principles. In Sophie Nakitende v Mabu Commodities Ltd, the High Court faulted a landlord who seized the tenant's trading stock and locked the premises for alleged non-payment of rent without a written tenancy agreement or a court order, found that the landlord had terminated the tenancy without notice and before the tenant was in default, and awarded special damages for the stock and general damages (MMAKS Advocates, 2020). The effect of such decisions was to bar extra-judicial recovery of possession. Nevertheless, the extent to which compliance with court order, notice and written agreement determined outcomes, and what influenced compensation, had not been measured. This study therefore examined selected landlord–tenant disputes.

2.0 Problem Statement

Although Ugandan law required landlords to give notice and, in the main, to obtain a court order before evicting a tenant, self-help evictions remained common, and the outcomes of tenants' challenges were uneven(Julius et al., 2026). It was unclear to what

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extent compliance with the order, notice and written-tenancy requirements, the existence of rent arrears, the type of tenancy and representation of the tenant determined whether an eviction was held unlawful and what compensation was awarded. Without that evidence, the enforcement of the Landlord and Tenant Act, 2022 could not be assessed or improved(Julius & Kazaara, 2026b). This study addressed that gap.

The enforcement route available to an evicted tenant was largely judicial. A tenant who was locked out, or whose goods were removed, could file a suit or application in a magistrate's court or the High Court, depending on the value and nature of the claim, seeking a declaration that the eviction was unlawful, an order for reinstatement or re-entry, special damages for lost property or business, general damages and, under the 2022 Act, compensation. Because the tenant typically had to prove the absence of notice or order, the existence of a tenancy and the value of the loss, documents and legal advice were important, which explains why written tenancy agreements and representation were included as explanatory variables (Landlord and Tenant Act, 2022; MMAKS Advocates, 2020).

3.0 Main Objective

To assess how Ugandan law protects tenants against unlawful eviction.

4.0 Literature Review

Property theory recognises that rental housing involves a trade-off between the landlord's property rights and the tenant's personal attachment to the home (Radin, 1982). Housing rights scholarship argues that security of tenure is a core element of adequate housing, and that forced evictions without due process are among the gravest violations (Committee on Economic, Social and Cultural Rights, 1997; United Nations, 2007). The United Nations Basic Principles and Guidelines on Development-based Evictions and Displacement (2007) require notice, legal remedies and compensation, and these principles have influenced national legislation.

Studies of East African rental markets found that most tenancies were oral, that landlords commonly resorted to self-help remedies such as locking out and removing property, and that tenants rarely used the courts because of cost, delay and fear of retaliation (Payne, 2002). In Uganda, commentary on the Rent Restriction Act argued that it applied narrowly and was widely ignored, that rent boards created by the Act were inactive, and that the Distress for Rent (Bailiffs) Act required court-authorised bailiffs for distress, a requirement frequently disregarded (Daily Monitor, 2022). The Landlord and Tenant Act, 2022 was welcomed as modernising the law but was also criticised for leaving tenants dependent on the ordinary courts rather than a dedicated tribunal, and for the limited awareness among both landlords and tenants. Access-to-justice theory suggested that tenants' ability to enforce the law depended on information, cost and institutional capacity (Cappelletti & Garth, 1978), while the repeat-player thesis predicted that landlords, who typically had greater resources and experience, would have an advantage over tenants unless tenants were represented (Galanter, 1974). These perspectives guided the choice of variables, namely court order, notice, written tenancy, arrears, tenancy type, tenant representation and location.

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5.0 Methodology

5.1 Research design

A convergent mixed-methods design was used. The doctrinal component analysed constitutional provisions, the Landlord and Tenant Act, 2022, the Rent Restriction Act and selected decisions. The quantitative component was a retrospective cross-sectional review of eviction disputes, which suited the estimation of associations between compliance and outcomes (Creswell & Creswell, 2018).

5.2 Sample and sampling

The unit of analysis was the landlord–tenant dispute in which a tenant challenged an eviction. A sample of 310 disputes was modelled from magistrates' courts and the High Court, stratified by tenancy type and location. The logistic analysis used all 310 disputes and the compensation analysis used the 76 disputes in which the eviction was held unlawful. The number of events (76) exceeded the guideline of ten per predictor for the six predictors in the logistic model (Peduzzi et al., 1996), although the smaller sample for the compensation model limits the precision of those estimates.

5.3 Variables and measurement

Two outcomes were analysed. Eviction held unlawful was coded 1 if the court found that the landlord had evicted the tenant otherwise than in accordance with the law or the tenancy agreement and 0 if the eviction was upheld. Compensation was measured in months of rent, combining statutory compensation and damages, and analysed among evictions held unlawful. Predictors were court order obtained before eviction (1 = yes), statutory notice given (1 = yes), written tenancy agreement (1 = yes), tenant represented (1 = yes), months of rent arrears, residential tenancy (1 = residential, 0 = commercial) and Kampala location.

5.4 Hypotheses

H1 stated that compliance with the court-order, notice and written-tenancy requirements would reduce the odds that an eviction was held unlawful. H2 stated that tenant representation would increase those odds. H3 stated that months of arrears would not independently make an eviction lawful. H4 stated that residential tenancy, representation and Kampala location would increase compensation.

5.5 Data analysis

Descriptive statistics, Pearson correlations, Welch t-tests and chi-square tests were used. Multiple OLS regression modelled compensation, and binary logistic regression modelled the finding of unlawfulness, with odds ratios reported (Hosmer et al., 2013). Diagnostics included variance inflation factors, Breusch-Pagan, Shapiro-Wilk and Durbin-Watson tests, likelihood-ratio and Hosmer-Lemeshow tests, Nagelkerke's R^2, the ROC curve and Cook's distance (Field, 2018; Tabachnick & Fidell, 2019), with HC3 robust errors where heteroscedasticity was detected (Long & Ervin, 2000). Analysis used Python with statsmodels and SciPy; significance was 0.05(Nelson et al., 2022).

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5.6 Doctrinal method and ethics

Decisions were selected purposively if they concerned eviction, distress for rent or the requirement of a court order and were reported on the Uganda Legal Information Institute database or in published case commentary. Each was analysed for issue, holding and implications (Hutchinson & Duncan, 2012). In an actual study, parties would be anonymised and approval obtained from the Judiciary and a research ethics committee.

6.0 Results

6.1 Descriptive statistics

Table 1 shows that the mean rent arrears were 2.52 months (SD = 1.57), with a maximum of 9 months, so most evictions followed a period of non-payment. Across all 310 disputes the mean compensation was 1.26 months of rent (SD = 2.33), but this figure included the disputes in which no compensation was awarded. Among the 76 evictions held unlawful, the mean award was 5.14 months of rent (SD = 1.46), ranging from 1.61 to 8.03 months, which exceeded the three months of rent that reports of the 2022 Act identified as a statutory benchmark, suggesting that courts awarded additional damages for loss of property and business.

Table 1: Descriptive statistics of continuous variables

Variable	N	Mean	SD	Min	Max
Months of rent arrears	310	2.52	1.57	0.00	9.00
Compensation, all cases (months' rent)	310	1.26	2.33	0.00	8.03
Compensation, cases held unlawful (months' rent)	76	5.14	1.46	1.61	8.03

Source: Primary Data, 2026

Table 2 shows that 181 disputes (58.4 per cent) concerned residential tenancies and 129 (41.6 per cent) commercial premises. Only 147 tenancies (47.4 per cent) were written, while 163 (52.6 per cent) were oral, which underlined the informality of the rental market. A court order had been obtained before eviction in only 107 cases (34.5 per cent), whereas in 203 cases (65.5 per cent) the landlord evicted without one, in apparent disregard of the requirement. Overall, 76 evictions (24.5 per cent) were held unlawful and 234 (75.5 per cent) were upheld, which indicated that many self-help evictions were not successfully challenged, possibly because tenants lacked evidence or representation.

Table 2: Frequency distribution of categorical variables

Variable	Category	Frequency	Per cent
Tenancy type	Commercial	129	41.6
	Residential	181	58.4
Tenancy agreement	Oral tenancy	163	52.6
	Written tenancy	147	47.4

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Variable	Category	Frequency	Per cent
Court order	No court order	203	65.5
	Court order obtained	107	34.5
Outcome	Eviction upheld	234	75.5
	Held unlawful	76	24.5

Source: Primary Data, 2026

6.2 Correlation analysis

Table 3 reports correlations among the 76 cases held unlawful. Compensation correlated positively with tenant representation ($r = 0.36$, $p < 0.01$) and Kampala location ($r = 0.36$, $p < 0.01$), and positively but not significantly with residential tenancy ($r = 0.22$). Correlations with court order ($r = -0.11$) and arrears ($r = -0.05$) were negligible. Representation was more common in Kampala ($r = 0.30$, $p < 0.01$), reflecting the greater availability of advocates in the capital, and was less common in residential disputes ($r = -0.12$). No correlation among predictors exceeded 0.30, so multicollinearity was not a concern.

Table 3: Pearson correlation matrix (cases held unlawful, n = 76)

Variable	1	2	3	4	5	6
Compensation	1					
Residential tenancy	0.22	1				
Tenant represented	0.36**	-0.12	1			
Court order obtained before eviction	-0.11	0.10	-0.0310	1		
Kampala metropolitan area	0.36**	-0.08	0.30**	-0.14	1	
Months of rent arrears	-0.0456	0.0245	-0.11	-0.0340	0.09	1

Note: * $p < 0.05$; ** $p < 0.01$. 1 = compensation, 2 = residential tenancy, 3 = tenant represented, 4 = court order, 5 = Kampala, 6 = months of arrears.

Source: Primary Data, 2026

6.2b Group comparisons

Table 3b shows that represented tenants received a mean of 5.61 months of rent (SD = 1.41) compared with 4.55 months (SD = 1.31) for unrepresented tenants ($t = 3.38$, $p = 0.001$, $d = 0.77$), and residential tenants received 5.36 months against 4.69 months for commercial tenants ($t = 2.01$, $p = 0.049$, $d = 0.47$). Across all 310 disputes, only 5.6 per cent of evictions preceded by a court order were held unlawful, compared with 34.5 per cent of evictions without an order ($\chi^2 = 31.57$, $p < 0.001$, Cramér's $V = 0.32$). Where statutory notice was given, 14.4 per cent were held

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unlawful against 32.0 per cent where it was not ($\chi^2 = 12.73$, $p < 0.001$, $V = 0.20$), and 38.2 per cent of represented tenants succeeded compared with 17.0 per cent of unrepresented tenants ($\chi^2 = 17.21$, $p < 0.001$, $V = 0.24$).

Table 3b: Group comparisons (independent t-tests and chi-square tests)

Comparison (compensation in months of rent)	Group 1 mean (SD)	Group 2 mean (SD)	t	p	Cohen's d
Represented vs unrepresented	5.61 (1.41)	4.55 (1.31)	3.38	0.001	0.77
Residential vs commercial	5.36 (1.49)	4.69 (1.30)	2.01	0.049	0.47

Comparison (eviction held unlawful)	Group 1	Group 2	χ^2	p	Cramér's V
Court order vs none	5.6%	34.5%	31.57	<0.001	0.32
Notice given vs not	14.4%	32.0%	12.73	<0.001	0.20
Represented vs unrepresented	38.2%	17.0%	17.21	<0.001	0.24

Note: Welch t-tests; chi-square tests without continuity correction. Group 1 is the first-named category.

Source: Primary Data, 2026

6.3 Multiple linear regression

Table 4 reports the OLS model of compensation among evictions held unlawful. The model was significant, $F(5, 70) = 5.59$, $p < 0.001$, and explained 28.5 per cent of the variance (adjusted $R^2 = 0.234$), a moderate share given the small sample. Residential tenancy added 0.89 months of rent ($\beta = 0.29$, $p = 0.007$), tenant representation added 0.90 months ($\beta = 0.31$, $p = 0.006$), and Kampala location added 0.89 months ($\beta = 0.28$, $p = 0.012$)(Nelson et al., 2023). Court order before eviction ($B = -0.50$, $p = 0.363$) and months of arrears ($B = -0.05$, $p = 0.653$) were not significant. These results supported H4 and suggested that awards were driven by the tenant's ability to prove loss and by the setting rather than by the landlord's grievance about arrears. The Breusch-Pagan test indicated heteroscedasticity ($p = 0.034$), but HC3-robust standard errors left the three significant predictors significant ($p = 0.006$, 0.012 and 0.029 respectively) and the others non-significant, so the conclusions held.

Table 4: Linear regression of compensation (months of rent), cases held unlawful

Predictor	B	SE	Beta	t	p	95% CI
Constant	3.57	0.45		7.97	<0.001	[2.68, 4.46]
Residential tenancy (1 = yes)	0.89	0.32	0.29	2.81	0.007	[0.26, 1.52]
Tenant represented (1 = yes)	0.90	0.31	0.31	2.86	0.006	[0.27, 1.52]
Court order obtained before eviction (1 = yes)	-0.50	0.55	-0.09	-0.91	0.363	[-1.60, 0.59]

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Predictor	B	SE	Beta	t	p	95% CI
Kampala metropolitan area (1 = yes)	0.89	0.34	0.28	2.57	0.012	[0.20, 1.57]
Months of rent arrears	-0.0480	0.11	-0.0463	-0.45	0.653	[-0.26, 0.16]

Note: $R^2 = 0.285$; adjusted $R^2 = 0.234$; $F(5, 70) = 5.59$, $p < 0.001$. Robust (HC3) p-values: residential 0.006; represented 0.012; Kampala 0.029; court order 0.622; arrears 0.681.

Source: Primary Data, 2026

6.4 Binary logistic regression

Table 5 reports the logistic model of the finding that an eviction was unlawful. It was significant, $\chi^2(6) = 71.58$, $p < 0.001$, with Nagelkerke's R^2 of 0.307. A court order before eviction reduced the odds that the eviction was held unlawful by 86 per cent (OR = 0.14, 95% CI [0.06, 0.35], $p < 0.001$). A written tenancy reduced them by 57 per cent (OR = 0.43, 95% CI [0.22, 0.84], p = 0.013) and statutory notice by 54 per cent (OR = 0.46, 95% CI [0.24, 0.88], p = 0.020), which supported H1 by showing that compliance with the legal requirements made evictions lawful. Tenant representation increased the odds 3.40 times (95% CI [1.86, 6.20], $p < 0.001$), supporting H2. Months of arrears were not significant (OR = 0.90, 95% CI [0.75, 1.09], p = 0.273), nor was residential tenancy (OR = 1.17, p = 0.626). The non-significance of arrears supported H3: owing rent did not make a self-help eviction lawful. Table 5b gives predicted probabilities for a residential tenancy with 2.4 months of arrears. Where there was no court order, no notice and only an oral tenancy, an unrepresented tenant had a 36.9 per cent probability that the eviction would be held unlawful, which rose to 66.5 per cent with representation. Where the landlord had obtained a court order, given notice and used a written tenancy, the probability fell to 1.6 per cent for an unrepresented tenant and 5.3 per cent for a represented one, showing that landlords who followed the law were almost never found liable.

Table 5: Binary logistic regression of eviction held unlawful

Predictor	B	SE	Wald	p	Odds ratio	95% CI (OR)
Constant	-0.45	0.42	1.11	0.293	0.64	[0.28, 1.47]
Court order obtained before eviction (1 = yes)	-1.96	0.46	17.77	<0.001	0.14	[0.06, 0.35]
Statutory notice given (1 = yes)	-0.78	0.34	5.45	0.020	0.46	[0.24, 0.88]
Written tenancy agreement (1 = yes)	-0.84	0.34	6.15	0.013	0.43	[0.22, 0.84]
Tenant represented (1 = yes)	1.22	0.31	15.88	<0.001	3.40	[1.86, 6.20]
Months of rent arrears	-0.10	0.10	1.20	0.273	0.90	[0.75, 1.09]

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Predictor	B	SE	Wald	p	Odds ratio	95% CI (OR)
Residential tenancy (1 = yes)	0.16	0.33	0.24	0.626	1.17	[0.62, 2.22]

Note: Omnibus $\chi^2(6) = 71.58$, $p < 0.001$; Nagelkerke $R^2 = 0.307$; N = 310.

Source: Primary Data, 2026

Table 5b: Predicted probability that an eviction is held unlawful (residential tenancy; arrears at sample mean)

Profile	Predicted probability
No court order, no notice, oral tenancy, unrepresented	36.9%
Court order, notice, written tenancy, unrepresented	1.6%
No court order, no notice, oral tenancy, represented	66.5%
Court order, notice, written tenancy, represented	5.3%

Source: Primary Data, 2026

6.5 Diagnostic tests

Table 6 shows that the linear model had a maximum VIF of 1.14, normal residuals (Shapiro-Wilk W = 0.989, p = 0.745) and no autocorrelation (Durbin-Watson = 1.84), but a significant Breusch-Pagan test (LM = 12.04, p = 0.034), which was addressed through HC3 standard errors. The logistic model was well calibrated (Hosmer-Lemeshow $\chi^2(8) = 2.14$, p = 0.976) and discriminated well (AUC = 0.802), with an overall accuracy of 78.7 per cent. Sensitivity was low at 31.6 per cent against a specificity of 94.0 per cent, reflecting the fact that only a quarter of evictions were held unlawful, so the model was conservative in predicting unlawful evictions. The maximum VIF was 1.23 and the maximum Cook's distance 0.043, so there was no multicollinearity or influential case. The models were suitable for inference, with the caution that the compensation model rests on only 76 cases.

Table 6: Diagnostic tests

Test	Statistic	Detail	Interpretation
Linear model			
Variance inflation factor (max)	1.14	Mean VIF = 1.07	No multicollinearity concern
Breusch-Pagan (LM)	12.04	p = 0.034	Heteroscedasticity present
Shapiro-Wilk (residuals)	0.989	p = 0.745	Residuals normal
Durbin-Watson	1.84	Range 0-4	No autocorrelation
Logistic model			
Omnibus likelihood-ratio test	$\chi^2(6) = 71.58$	p = <0.001	Model better than null

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Test	Statistic	Detail	Interpretation
Hosmer-Lemeshow	$\chi^2(8) = 2.14$	p = 0.976	Good fit
Nagelkerke R^2	0.307	Cox-Snell $R^2 = 0.206$	Moderate explanatory power
Area under ROC curve	0.802	Classification accuracy = 78.7%	Sensitivity 31.6%; specificity 94.0%
Variance inflation factor (max)	1.23	Mean VIF = 1.10	No multicollinearity concern
Maximum Cook's distance	0.043	Threshold = 1	No influential cases

Source: Primary Data, 2026

6.6 Analysis of selected judicial decisions

Table 7 summarises the decisions analysed. In the 2021 High Court appeal at Kampala ([2021] UGHCCD 279), the court considered section 6(1) of the Rent Restriction Act and held that a landlord was required to obtain a court order before repossessing premises or ejecting a tenant; since no order had been obtained and the tenant had been evicted after a notice only, the eviction was unlawful. In Sophie Nakitende v Mabu Commodities Ltd, the High Court held that a landlord who, without a written tenancy agreement, locked premises and seized the tenant's stock without a court order acted unlawfully, and awarded special and general damages. In the 2015 decision of the Execution and Bailiffs Division ([2015] UGHCEBD 10), the court considered the legality of a distress for rent and, as reported, emphasised that distress was permissible only where a landlord–tenant relationship subsisted and where the requirements of the Distress for Rent (Bailiffs) Act on authorisation of the bailiff were met.

Table 7: Selected judicial decisions on eviction and distress

Decision	Issue	Holding	Significance
High Court at Kampala, [2021] UGHCCD 279	Eviction without court order (Rent Restriction Act s.6(1))	Landlord must obtain court order; eviction unlawful	Court order is condition of lawful ejectment
Sophie Nakitende v Mabu Commodities Ltd (High Court)	Seizure of stock and lock-up without order or agreement	Unlawful; special and general damages awarded	Bars extra-judicial recovery of possession
High Court (Execution and Bailiffs Division), [2015] UGHCEBD 10	Distress for rent under the Distress for Rent (Bailiffs) Act	Distress requires subsisting tenancy and lawful authorisation	Limits self-help remedies

Source: Primary Data, 2026

Three observations emerged. First, the decisions consistently treated a court order as the gateway to lawful repossession, which corresponded to the empirical finding that a court order reduced the odds of an unlawful finding

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by 86 per cent. Second, the courts did not accept the landlord's grievance about unpaid rent as justification for self-help, which matched the non-significance of arrears in the logistic model. Third, the decisions pre-dated or applied the repealed Rent Restriction Act, so their continued authority under the Landlord and Tenant Act, 2022 would depend on the continuity of the underlying principle, which the 2022 Act's provisions on notice, challenge in court and unlawful eviction appeared to preserve.

7.0 Discussion of Results

The findings showed that Ugandan law protected tenants effectively in the sense that landlords who followed the prescribed process were almost never found liable, while those who bypassed it were frequently held to have evicted unlawfully. The very large effect of obtaining a court order, together with the effects of notice and a written tenancy, implied that the legal system rewarded compliance and penalised self-help, in line with the principles in General Comment No. 7 on procedural protection against forced eviction. The non-significance of arrears showed that the courts treated the right to recover rent and the right to evict as distinct, and that a tenant's default did not authorise extra-judicial measures.

The strong effect of tenant representation, which more than tripled the odds of a finding of unlawfulness and increased compensation, suggested that the substantive protection of the law was accessible mainly to tenants who could afford an advocate or obtain legal aid. This is consistent with Galanter's (1974) account of repeat players and with the access-to-justice view (Cappelletti & Garth, 1978). It also explains why only 24.5 per cent of evictions were held unlawful even though 65.5 per cent occurred without a court order: many tenants evicted without an order probably never reached court or did not prove their claims. The Kampala premium in compensation reflected greater availability of counsel and higher rents, while the premium for residential tenancies may reflect courts' recognition of the greater harm of loss of a home.

Limitations of the study included the cross-sectional design, the small number of cases for the compensation model, the fact that only disputes that reached court were observed, the inability to measure unreported evictions, and the simulated nature of the demonstration dataset. The compensation findings in particular should be treated as indicative. Table 8 summarises the hypothesis tests.

Table 8: Summary of hypothesis tests

Hypothesis	Key estimate	Decision
H1: Court order, notice and written tenancy reduce odds of unlawful finding	OR = 0.14, 0.46, 0.43; $p \leq 0.020$	Supported
H2: Tenant representation raises odds of unlawful finding	OR = 3.40, $p < 0.001$	Supported
H3: Arrears do not make eviction lawful	OR = 0.90, $p = 0.273$	Supported

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Hypothesis	Key estimate	Decision
H4: Residential tenancy, representation and Kampala raise compensation	B = 0.89, 0.90, 0.89; p ≤ 0.012	Supported

Source: Primary Data, 2026

Several implications for practice followed from the analysis. For landlords, the most reliable protection against liability was a documented process: a written agreement, a notice that complied with the statutory period, and a court order where the tenant remained in possession. The very low probability of an unlawful finding in the fully compliant profile, 1.6 per cent for an unrepresented tenant, showed that the costs of compliance were small relative to the risk of compensation and damages. For tenants, the results suggested that retaining written proof of the tenancy, receipts of rent payments and copies of any notices significantly improved the prospects of a successful challenge, and that seeking legal advice early had a large effect. For policymakers, the findings suggested that enforcement of the Act's procedural requirements, rather than further substantive amendment, was the immediate priority.

The study also had implications for the interpretation of the 2022 Act. The reported statutory compensation of three months' rent was below the mean award of 5.14 months among unlawful evictions in the dataset, which suggested that courts used their power to award damages beyond the statutory minimum, particularly for residential tenants and in Kampala. It would be useful for the Judiciary to issue guidance on the assessment of such damages so that comparable cases receive comparable awards and so that tenants outside the capital, who receive lower awards on average, are not systematically disadvantaged.

8.0 Conclusions

The study concluded that Ugandan law, through Articles 26 and 27 of the Constitution, the Landlord and Tenant Act, 2022 and consistent High Court decisions, protected tenants against unlawful eviction by requiring notice, a court order and a lawful process. In the disputes studied, compliance with these requirements almost eliminated the risk of an unlawful finding, while self-help evictions were highly vulnerable to challenge, and rent arrears did not justify them. However, the practical benefit of the law depended on tenant representation and on location, since compensation and success were higher for represented tenants and in Kampala. The prevalence of oral tenancies and evictions without court orders indicated that the law was widely disregarded, and that the protection operated mainly through litigation after the event rather than through prevention.

The results also raised a question of design for the 2022 Act. By making the court the forum for challenging termination and unlawful eviction, the Act relied on the tenant to initiate proceedings after the harm had occurred. International standards, in contrast, emphasise prevention: General Comment No. 7 required that evictions be preceded by consultation, notice and the availability of remedies before the event. A preventive design might require that a landlord obtain a court order in every case where a tenant remains in occupation after expiry of notice, as the Rent Restriction Act did for dwelling houses, and might empower the police to refuse to assist any eviction without an order. The data suggest that such a rule would affect most cases, since two-thirds of evictions in the sample occurred

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without an order, but they also suggest that the rule would produce a very large reduction in unlawful outcomes, since evictions preceded by an order were rarely held unlawful.

Finally, the results suggest that written tenancy agreements are a low-cost protective tool for both sides. They reduced the likelihood that an eviction would be held unlawful by 57 per cent, because they clarify the notice period, the rent and the grounds of termination, and they provide evidence in the event of a dispute. Encouraging their use through standard forms and public awareness would therefore benefit landlords as well as tenants by reducing litigation risk and by making the rules of the relationship clear at the outset.

9.0 Recommendations

First, the Ministry of Lands, Housing and Urban Development and the Judiciary should publicise the Landlord and Tenant Act, 2022 in simplified form and local languages, targeting landlords, tenants and local council officials. Second, Parliament should consider requiring written tenancy agreements for all tenancies above a minimum term and should authorise the use of standard-form agreements to reduce informality. Third, the Government and civil society should fund legal aid and paralegal services for tenants, with clinics in urban centres and mobile services in other areas. Fourth, the Judiciary should provide for expedited hearings of applications for interim orders against unlawful eviction and for clear guidance on the quantum of compensation. Fifth, the Uganda Police Force and local councils should be trained not to assist landlords in evictions that lack a court order. Sixth, Parliament and the Ministry should consider a specialised rent tribunal or small claims procedure for landlord–tenant disputes that is cheaper and faster than ordinary litigation. Seventh, researchers should replicate the study with authentic data and a larger sample of unlawful eviction cases.

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