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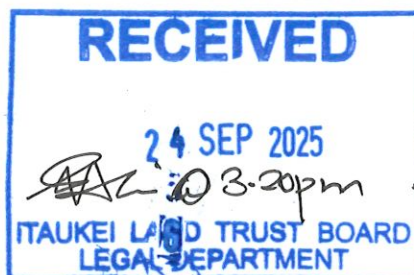
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23rd September 2025

iTaukei Land Trust Board
431 Victoria Parade
Suva

Dear Sir/Madam,



Re: Request for Assistance - Vacant Possession of Leased Properties

We act for Pacific Polytech ("Our Client"), a technical training institution in Fiji.

Our client seeks the assistance of the iTaukei Land Trust Board in relation to securing vacant possession of certain leased properties, as there are ongoing issues concerning unlawful occupation and non-compliance by the existing tenants.

Issue:

1. An individual is currently occupying the property without lawful authority or consent, constituting trespass.
2. Despite having been duly notified of breaches and directed to vacate, the tenants have failed and/or refused to comply.
3. We further note that consent was never obtained by the tenant or lessee at the relevant time.
4. The tenant continues to occupy the premises without any tenancy agreement with our Client.

We Would like to bring your attention to the background of the matter as follows.

Background:

1. A Sale and Purchase Agreement has recently been completed between our client and the Fiji Education Society in relation to the following iTaukei leases:

- a) ITLTB 4/10/710- iTaukei Lease 15220 (Nakurakura, Navaka; Part of the Land)
 - b) ITLTB 4/10/620- iTaukei Lease 16370 (Nakurakura No. 2, Navaka; Part of the Land)
 - c) ITLTB 4/10/2274- iTaukei Lease 9688 (Lot 1, Delaikurakurasewa Subdivision; Part of the Land)
2. Our client is now the transferee and duly registered proprietor of the said leases, having acquired all legal and beneficial interests therein pursuant to the Sale and Purchase Agreement with the Fiji Education Society. Accordingly, our client is entitled to exercise all rights of ownership and possession under the leases, subject only to the terms and conditions imposed by the iTaukei Land Trust Board and the applicable laws.
3. On 1 May 2025, the iTaukei Land Trust Board issued a formal termination and breach notice following an inspection of the premises. The inspection revealed breaches, including:
 - Displaying a signpost without the consent of the Board; and
 - Operating the premises for business purposes under the guise of educational training.
4. A penalty notice was also issued at that time by the iTaukei Land Trust Board, pursuant to its statutory powers under the *iTaukei Land Trust Act* and the relevant lease terms. In addition, a notice under section 105 of the *Property Law Act* was served to secure vacant possession of the school property.
5. Under the Lease Agreement between the South Pacific Institute of Traditional Medicine and the Fiji Education Society, and pursuant to Clause 18, the trustees of the Fiji Education Society have transferred their interest to our Client, Pacific Polytech, by way of the Sale and Purchase Agreement.
6. While our client reserves the right to seek redress through the Courts to enforce its legal rights and obtain possession, such proceedings would inevitably be protracted and resource-intensive. It would therefore be more efficient, appropriate, and consistent with the governing legislation for the iTaukei Land

Trust Board, as the statutory authority, to exercise its powers to ensure compliance with the lease terms and facilitate vacant possession without unnecessary delay.

Request:

7. In light of the above breaches of both statutory requirements and lease obligations, we respectfully request the assistance of the iTaukei Land Trust Board in ensuring that the tenants vacate the premises, thereby enabling our client to take lawful possession of the properties.

Action Points for Consideration

To progress this matter efficiently, we kindly request that the iTaukei Land Trust Board:

8. Confirm whether it will issue an enforcement directive or further notice requiring the unlawful occupants to vacate the premises;
9. Provide our client with a clear timeline or date by which vacant possession can reasonably be secured; and
10. Advise whether any further information or documentation is required from our client to assist with enforcement.

We thank you for your urgent attention to this matter and look forward to your guidance.

Yours Sincerely,

Karunaratne Lawyers



Jagath Karunaratne
(Principal)