

THE ROLE AND LEGAL COMPLEXITIES OF POWER OF ATTORNEY IN LEASE AND TENANCY AGREEMENTS*

Abstract

This paper examines the legal complexities surrounding the use and revocation of Power of Attorney (POA) in lease and tenancy agreements, focusing on judicial interpretations and statutory provisions in English and Nigerian law. It highlights the necessity of precise legal drafting to prevent disputes, the implications of revocation on third-party transactions, and the challenges arising from statutory ambiguities. The paper also explores protections afforded to third parties acting in good faith and the limitations imposed on the donee's authority. Ultimately, it advocates for clearer statutory guidelines and harmonized legal frameworks to enhance legal certainty in property transactions.

Keywords: Power of Attorney (POA), Lease and Tenancy Agreements, Revocation and Legal Implications, Third-Party Protections, Statutory and Judicial Interpretations

1. Introduction

One of the most significant instruments or tools in structuring and safeguarding the rights and obligations inherent in various transactions, particularly within lease and tenancy agreements, is the Power of Attorney (POA), which enables an individual (the donor) to delegate authority to an agent (the donee) to undertake specific legal and administrative functions. While a well-drafted POA can enhance transactional efficiency, improper drafting or ambiguous language can lead to protracted legal disputes. The POA is a fundamental legal instrument that facilitates the delegation of authority for the execution of legal, financial, and administrative transactions. In lease and tenancy agreements, it plays a critical role in facilitating contractual obligations, property management, and dispute resolution. However, the legal framework governing POAs is complex, with judicial precedents emphasizing the necessity for strict construction and adherence to statutory formalities. Despite its practical utility, the improper drafting or revocation of a POA can lead to significant legal disputes, particularly concerning the scope of authority granted to the agent and the protections available to third parties relying on such authority. Courts in both English and Nigerian law have consistently underscored the importance of clear, unambiguous drafting to mitigate risks associated with the misuse or wrongful termination of POAs. Additionally, statutory provisions provide varying degrees of protection to third parties, depending on whether they acted in good faith and had knowledge of the revocation.

This paper critically examines the legal complexities surrounding the creation, execution, and revocation of POAs in lease and tenancy agreements. It analyzes key judicial decisions and statutory provisions, exploring their impact on the enforceability and validity of POAs in property transactions. Furthermore, the paper highlights the challenges faced by legal practitioners in navigating conflicting statutory frameworks and proposes reforms to enhance legal certainty and transactional security. By addressing these issues, this study aims to provide a comprehensive understanding of the evolving role of POAs in property law and their broader implications for lease agreements and tenancy arrangements.¹

2. The Role, Legal Precedent, Construction, Legal Capacity and Practical Implication for Legal Drafting of Power of Attorney in Lease Agreements

The Role of Power of Attorney in Lease/Tenancy Agreements

In lease transactions, a Power of Attorney is frequently employed to facilitate representation, allowing an attorney to act on behalf of the landlord or tenant in executing lease agreements or managing legal disputes. The effectiveness of such an instrument, however, hinges on the clarity and precision of the authority granted. The doctrine of strict construction mandates that a POA must be adhered to in explicit terms, as courts have consistently rejected attempts to infer additional powers beyond those expressly granted. In *Idowu v Abayomi*², for instance, the court ruled that a general clause granting authority to "sell, lease, charge, mortgage, or otherwise deal with the property" did not inherently extend to collecting compensation unless explicitly stipulated. This underscores the necessity of drafting POAs with meticulous attention to the delineation of authority.

Legal Precedents on Power of Attorney and Agency in Tenancy

Judicial scrutiny has frequently centered on the validity of POAs and the scope of authority conferred upon the donee. A critical issue pertains to the legal personality of the agent. In *National Bank of Nigeria Ltd v Korban Brothers (Nig) and Others*³, the court held that a donee must be a juristic person capable of initiating and defending legal actions. This decision reinforces the requirement that the attorney must be either an individual with legal capacity or a legally registered entity. Similarly, in *Abina v Farhat*⁴, the court nullified a deed executed under a POA where the authority was granted orally rather than by a formal written instrument, reaffirming the principle that POAs must conform to statutory formalities.

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¹ See Generally S. O. Imhanobe, *Legal Drafting & Conveyancing (With Precedents)*, 3rd Edition (Rehoboth Publishing 2010) pp 506-523

² [1960] S.C.N.L.R. 511

³ [1976] F.N.L.R. 116

⁴ [1960] N.L.R. 17

Principles of Construction in Power of Attorney Documents

The principles of legal construction dictate that a POA must be interpreted strictly within the confines of its recitals and operative clauses. Courts have consistently resisted attempts to expand an attorney's authority beyond the express terms of the instrument.⁵ In *Re Bryant: Powis and Bryant v Banque de People*⁶, the court rejected the use of extrinsic evidence to supplement the authority of an attorney, emphasizing that the powers must be expressly or impliedly stated within the document itself. Furthermore, in *Re Dowson and Jenkins's Contract*⁷, the court clarified that a general clause such as "my attorney may do all other things I may lawfully do" is not sufficient to grant unlimited authority but must be interpreted in light of the specific powers enumerated in the document.

Legal Capacity of the Parties Involved

A fundamental prerequisite for the validity of a POA is the legal capacity of the parties involved. The donor must possess the requisite legal capacity to execute the instrument, and the donee must be a juristic person capable of acting in a representative capacity.⁸ In *Zouch d Abbot and Hallet v Parson*⁹, it was held that a minor or an individual lacking mental capacity cannot validly execute a POA. Moreover, as reinforced in *National Bank of Nigeria Ltd v Korban Brothers (Nig) & Others*¹⁰, non-juristic entities such as "Jacob Robert & Co." or "Jacob Robert & Sons" lack the legal personality required to act as attorneys, thereby invalidating any POA purportedly granted to them.

Practical Implications for Legal Drafting

The Power of Attorney remains a pivotal instrument in lease and tenancy agreements, facilitating transactions and representation in legal matters. However, the jurisprudence surrounding POAs underscores the necessity of precise and unambiguous drafting to ensure compliance with legal requirements and to forestall disputes. Courts have consistently emphasized strict construction, legal capacity, and adherence to formalities as indispensable criteria for the validity and enforceability of POAs. As legal practitioners and property stakeholders navigate the evolving landscape of property transactions, vigilance in drafting POAs in line with established precedents remains paramount. By adhering to best practices and legal principles, drafters can mitigate risks and enhance the effectiveness of POAs in tenancy arrangements.

Given the legal constraints and judicial interpretations outlined above, it is imperative that conveyancers exercise caution in drafting POAs for lease and tenancy agreements. Several key considerations must be addressed to ensure the instrument's efficacy and enforceability:

1. **Clarity in Scope of Authority:** The POA must explicitly define the powers conferred, avoiding broad or ambiguous language that could give rise to interpretational disputes.
2. **Adherence to Legal Formalities:** The instrument must be executed in compliance with statutory requirements, including proper attestation and, where necessary, registration.
3. **Designation of Juristic Persons as Donees:** The appointed attorney must be an entity with legal standing to act on behalf of the donor, precluding non-legal entities from serving in this capacity.
4. **Provisions for Termination and Contingencies:** The POA should specify conditions for termination, such as the death or incapacitation of the attorney, and clarify whether multiple attorneys must act jointly or independently. Failure to address these aspects could result in avoidable litigation and the potential nullification of transactions executed under the POA.

3. Revocation of a Power of Attorney

The revocation of a power of attorney (POA) stands at the intersection of agency, contract law, and property law, raising significant legal questions concerning its scope, limitations, and practical implications. The authority granted by a POA is not absolute; it is subject to revocation by the principal under certain conditions. However, the precise boundaries of this revocation and the circumstances under which it is permitted or prohibited often give rise to legal ambiguities and complications. This analysis will examine the theoretical foundations, statutory provisions, and case law regarding the revocation of powers of attorney, particularly within English and Nigerian legal contexts, while critically discussing the perceived challenges and limitations in the applicable law and practice.¹¹

Theoretical Underpinnings and Ambiguities in Agency Law

At the heart of the law of agency lies the notion that an agent's authority, including one granted via a power of attorney, is revocable at the discretion of the principal, barring specific exceptions. According to *Bowstead on Agency*¹², revocation is generally permissible, even when the agent's authority is established through a deed or informal arrangement, and even when consideration has been exchanged. The fundamental principle is that the agent's authority ceases once the principal notifies the agent of the revocation, provided that the agent has not fully exercised their authority. However, *Bowstead* also acknowledges that the revocation may be wrongful as between the principal and

⁵ Supra Note 1 p 509

⁶ [1893] A.C. 170

⁷ [1904] 2 Ch. 219

⁸ Supra Note 1 pp 507-508

⁹ (1765) 3 Burr 1794

¹⁰ [1976] F.N.L.R. 116

¹¹ See Note 1 Supra p 510

¹² *Ibid*

agent, which raises questions about the fairness of such a revocation, especially when it disrupts the agent's legitimate expectations and causes harm¹³. This brings us to one of the key ambiguities in the law: the tension between the principal's right to revoke the authority and the protection of the agent's interests. Additionally, the law is unclear about the practical application of revocation in the context of ongoing transactions. As the agent remains liable to third parties until they are notified of the revocation, there is a potential for unfair situations in which a third party relies on an agent's apparent authority, only to discover that the principal has revoked the authority without proper notice. This situation introduces the challenge of balancing the principal's autonomy with the protection of third-party interests.

Methods of Revocation and Practical Challenges

The revocation of a power of attorney can be achieved through various means, each of which carries distinct legal consequences. These methods, while clearly defined in theory, often present practical challenges in application.

Express Revocation: The simplest and most direct method of revocation is express notice from the principal to the agent, as set out in¹⁴. This method ensures clarity and certainty, as it is unambiguous. However, the law's requirement that revocation is only effective upon notice to the agent introduces a significant problem: the risk of third-party actions being invalidated if the agent acts before receiving notice of the revocation. In real-world transactions, this creates the possibility of confusion and legal disputes, particularly where third parties have relied in good faith on the agent's authority. Additionally, in cases where the agent is unreachable or refuses to acknowledge the revocation, the principal may find it difficult to effectively revoke the agent's authority, leading to the potential for continued unauthorized actions.

Implied Revocation: Implied revocation, where the principal's actions implicitly negate the authority granted to the agent, adds another layer of complexity. While the principle is clear—such revocation occurs when the principal directly interferes with the subject matter of the power—its application is often ambiguous. The difficulty arises in proving that the principal's conduct has unequivocally undermined the agent's authority. Furthermore, implied revocation does not always provide the same level of protection to third parties who may have relied on the agent's authority. The lack of formal notification leaves room for disputes over whether revocation was implied and whether the third party had knowledge of such revocation.

Statutory Provisions on Irrevocability: Balancing Protection and Limitation

In both English and Nigerian law, the statutory provisions surrounding irrevocable powers of attorney present a framework that seeks to balance the autonomy of the principal with the need to protect third-party interests in property transactions. However, these provisions are not without limitations and ambiguities.

Powers of Attorney for Valuable Consideration: Sections 8(1) of the *Conveyancing Act, 1882* and 143(1) of the *Property and Conveyancing Law, 1959* state that a power of attorney, when given for valuable consideration, is irrevocable if explicitly stated in the instrument creating the power. This irrevocability ensures that the agent's authority remains intact even in the face of the donor's death, incapacity, or other changes in status. This provision provides stability in commercial and property transactions, where the agent's continued authority is necessary to complete the transaction. However, these provisions also raise questions about fairness. The irrevocability clause may sometimes trap the principal in a situation where they no longer wish to be bound by the agreement, but are legally prevented from revoking the power. Furthermore, the challenge remains of ensuring that third parties are adequately protected from wrongful acts by the agent after the power of attorney has been revoked.

Case Law and Limitations

The case of *Lababedi v. Odulana*¹⁵ illustrates how irrevocable powers of attorney, particularly when granted for valuable consideration, are upheld by Nigerian courts. The court's decision to uphold a clause declaring the power of attorney irrevocable upon payment of consideration aligns with the principles outlined in *Bowstead on Agency* above, emphasizing the stability provided by irrevocable powers of attorney in protecting third-party transactions. However, this case also highlights a significant limitation: the rigidity of the law in protecting third-party interests can sometimes create unfair outcomes for principals, especially if their interests change after the power of attorney is granted.

Addressing the Limitations and Improving Legal Practice

The law governing the revocation of powers of attorney seeks to balance the principal's right to revoke with the need to protect third-party interests and secure transactions. However, the complexities and ambiguities surrounding revocation, particularly in the context of irrevocable powers of attorney, highlight several challenges. These include the potential for unfair outcomes for principals who wish to revoke authority, as well as the need for clearer guidelines to protect third-party interests.

To ameliorate these challenges, a more nuanced approach could be adopted, one that provides greater flexibility for principals while still safeguarding third-party interests. This could involve clearer statutory guidelines on implied revocation, enhanced notification requirements for agents, and greater scrutiny of irrevocable powers of attorney to

¹³ *ibid*

¹⁴ *ibid*

¹⁵ (1973) 4 C.C.H.C.J. 98

ensure that they are not unduly restrictive on the principal's ability to manage their affairs. Ultimately, the law must evolve to address these limitations, ensuring that the system remains adaptable and fair for all parties involved, particularly in a rapidly changing commercial and legal environment.

Revocation of Powers of Attorney: Legal Implications and Protection for Third Parties

The Legal Conundrum of Power Revocation: The revocation of a power of attorney (POA) presents significant legal complexities, particularly concerning third-party protection in cases where the principal dies, becomes insane, or is declared bankrupt. Legal systems in England and Nigeria attempt to balance the principal's autonomy with third-party security, yet statutory ambiguities persist, particularly when an irrevocable POA is granted for a fixed term. This part of the article critically examines the statutory protections available, their practical application, and the challenges that arise in safeguarding third-party interests.

Irrevocable Powers of Attorney: Statutory Protections for Third Parties: Considering a scenario where A, grants an irrevocable POA to B for twelve months to sell a property in Ibadan Oyo State. Before executing the deed of assignment, A dies, goes insane, or becomes bankrupt. Ordinarily, such events revoke the agent's authority, but statutory protections intervene. Sections 9(1) of the Conveyancing Act, 1882 and 144(1) of the Property and Conveyancing Law, 1959 provide that acts performed by an agent under an irrevocable POA remain valid if completed within one year and the third party—such as C, the buyer—had no knowledge of the revocation. Judicial endorsement of this principle appears in *Tingley v. Muller*¹⁶, which held that an irrevocable POA remained effective even when the principal became an alien enemy. Furthermore, Sections 47(1) of the Conveyancing Act, 1881 and 142(1) of the Property and Conveyancing Law, 1959 shield third parties acting in good faith from liability, reinforcing that knowledge of revocation cannot be implied in *Dada v. Oshinkahu*¹⁷.

The Knowledge Factor: When Third-Party Protection Fails: Legal protection for third parties hinges on their lack of awareness of revocation. If C knowingly proceeds with a transaction despite A's death, insanity, or bankruptcy, statutory protection ceases. Sections 47(1) of the Conveyancing Act, 1881 and 142(1) of the Property and Conveyancing Law, 1959 extend protection only to those acting in ignorance of revocation. The divergence in legal protections between England and Nigeria becomes evident in Section 142(2) of the Property and Conveyancing Law, 1959, which allows an agent to make a statutory declaration confirming non-receipt of revocation notice. This declaration serves as conclusive evidence of continued authority if made within three months of the transaction. The absence of a parallel provision in English law exposes third parties in England to greater legal uncertainty.

Practical Challenges and Ambiguities in Legal Interpretation: Despite the statutory safeguards, several ambiguities create legal unpredictability. The concept of "good faith" remains inherently subjective, leading to inconsistent judicial outcomes. If a third party had reason to suspect the revocation of a POA but failed to verify it, does this negate their protection? The Nigerian legal framework provides a clearer pathway through statutory declarations, but English law lacks an equivalent mechanism, exacerbating the legal risks faced by third parties. Moreover, the absence of uniform statutory protections between the two jurisdictions highlights the need for harmonization. While Nigeria's Section 142(2) provides a safeguard, its absence in England creates an imbalance that could disadvantage English third parties in similar situations. The lack of an equivalent declaration mechanism in English law may leave third parties vulnerable to retrospective challenges and disputes over property transactions.

Towards Legal Certainty and Fairness

The revocation of POAs, particularly when granted as irrevocable for a fixed term, raises fundamental legal concerns. While statutory protections exist, gaps in legal frameworks especially in England—leave room for inequitable treatment of third parties. The subjectivity of "good faith" further complicates legal predictability, necessitating judicial and legislative clarity.

Legal reforms should focus on harmonizing the protections offered in England and Nigeria, ensuring that third parties acting in good faith receive uniform protection. Aligning statutory provisions, particularly by introducing a statutory declaration mechanism in English law akin to Nigeria's Section 142(2), would enhance legal certainty and equity. As the law stands, the protection of third parties under POAs remains an evolving challenge that requires thoughtful legislative refinement to ensure that commercial transactions remain secure and predictable.

4. The Modernization of Powers of Attorney: Legal Protections, Ambiguities, and Practical Complexities

The legal framework surrounding powers of attorney (POA) has undergone significant transformation, particularly concerning protections afforded to third-party purchasers. Historically, conveyancers adhered to cautious practices, advising third parties to withhold purchase funds or place them in trust until they confirmed the continued validity of the donor's POA. However, statutory developments most notably the Property and Conveyancing Law, 1959¹⁸ have fundamentally altered these practices. While these legal reforms have simplified transactions, they have also introduced

¹⁶ [1917] 2 Ch. 114

¹⁷ (1993) 3 N.W.L.R. (Pt. 398) 755

¹⁸ Section 142(2) PCL

ambiguities that complicate conveyancing. This part of the article critically examines the evolution of statutory protections, the ongoing legal uncertainties, and the practical challenges that conveyancers must navigate.

From Traditional Safeguards to Statutory Protections

Traditionally, conveyancers relied on conservative safeguards to mitigate risks associated with revocation of powers of attorney. The concern was that a donor could revoke authority due to death, insanity, or other factors, leading to a legal quagmire for third-party purchasers. The old practice required purchasers to verify that the donor's POA remained valid before completing transactions. Section 142(2) of the Property and Conveyancing Law, 1959 disrupted this tradition by providing statutory protection for third-party purchasers. Under this provision, a statutory declaration by the donee affirming that they had not received notice of revocation suffices as protection. This eliminates the need for withholding payment or placing funds in trust, streamlining transactions and reducing bureaucratic delays. Despite these reforms, jurisdictions still governed by the Conveyancing Act, 1881 continue to adhere to outdated practices. The absence of a statutory equivalent to Section 142(2) in such jurisdictions creates a bifurcated legal landscape where some third-party purchasers enjoy statutory protection while others remain exposed to traditional risks.

Equitable Interest and the Limitations of Statutory Protections

In instances where statutory declarations are absent, equitable principles may still afford protection to third-party purchasers. A purchaser who transacts in good faith with a donee may acquire an equitable interest in the property, allowing them to compel the donor's representatives to convey the legal title. This principle provides a safety net where statutory protections are inadequate or unavailable. However, reliance on equitable principles presents notable challenges. Compelling legal representatives to transfer title can be procedurally cumbersome, particularly when disputes arise over the legitimacy of the transaction. Furthermore, the variability in judicial interpretation of equitable interests across jurisdictions introduces an additional layer of uncertainty for purchasers and conveyancers alike.

Ambiguities in Third-Party Transactions: The Extent of the Donee's Authority

Despite statutory reforms, ambiguities persist concerning the extent of the donee's authority. The delegation of authority through a POA is inherently limited, and third parties must ensure that the donee acts within their prescribed powers. This uncertainty complicates property transactions, often necessitating the use of contractual mechanisms to mitigate risk.

Contractual Clauses as Risk Mitigation Tools

To counteract uncertainties, conveyancers have devised contractual clauses aimed at reassuring third parties. One such mechanism is the "Death Clause," which preserves the validity of a donee's actions until formal notice of revocation is received. While this offers third parties a layer of protection, it is not foolproof—delays in receiving formal notice of a donor's death or incapacitation may lead to unintended legal consequences. Another common contractual device is the "Ratification Clause," which allows donors to retroactively approve actions taken by the donee. This mechanism aims to confer legitimacy upon transactions conducted under uncertain authority. However, judicial scrutiny has cast doubt on the validity of such clauses. In *Midland Bank v. Reckits*¹⁹, Lord Atkins criticized preemptive ratification clauses, arguing that ratification, by definition, applies retrospectively rather than prospectively.

Striking a Balance: Statutory Protection Versus Strict Adherence to Authority

A central tenet of agency law is that a donee must act strictly within the confines of their authority. The Supreme Court of Nigeria reaffirmed this principle in *Idowu v. Abayomi*²⁰, holding that third parties cannot enforce transactions where the donee exceeded their authority. This ruling underscores the potential pitfalls for third-party purchasers, who may find themselves embroiled in legal disputes if the donee oversteps their bounds. This strict adherence to authority complicates matters for conveyancers, as even minor deviations from a donee's prescribed powers could render transactions voidable. The continued use of ambiguous contractual clauses, particularly those attempting preemptive ratification, further exacerbates legal uncertainties.

Legal Drafting and Practical Solutions

To mitigate the risks associated with POA transactions, precise legal drafting is paramount. Modern POAs should delineate the scope of the donee's authority with clarity, incorporating provisions such as irrevocability clauses and statutory declarations of non-revocation to enhance third-party protections. Conveyancers should also anticipate contingencies, such as donor incapacitation or death, by including robust contractual protections. However, while improved drafting can reduce ambiguities, statutory inconsistencies across jurisdictions continue to pose challenges. The disparity between jurisdictions offering modern protections and those adhering to outdated frameworks underscores the necessity of legislative harmonization.

Toward Greater Certainty in POA Transactions

The legal complexities surrounding POAs, particularly in relation to revocation and third-party protections, remain substantial. While statutory reforms such as Section 142(2) of the Property and Conveyancing Law, 1959 have provided much-needed clarity, ambiguities persist regarding the extent of the donee's authority and the efficacy of contractual safeguards. Jurisdictional disparities further compound these challenges, resulting in an uneven legal landscape. To

¹⁹ [1933] A.C. 1

²⁰ (1960) 6 NWLR [Pt. 198] 1 Ch. 575

resolve these issues, a multi-faceted approach is required. Standardizing statutory protections across jurisdictions would enhance predictability and security for third-party purchasers. Concurrently, conveyancers must prioritize precise legal drafting and prudent contractual mechanisms to navigate the evolving complexities of POA transactions. Through these measures, the modernization of powers of attorney can achieve its intended goal: balancing transactional efficiency with robust legal safeguards.

5. Findings, Recommendation and Conclusion

Findings

This study highlights several key issues concerning the use and revocation of Powers of Attorney (POA) in lease and tenancy agreements:

1. **Strict Interpretation by Courts** – Judicial precedents emphasize that POAs must be strictly construed, and courts do not allow the extension of authority beyond what is expressly granted in the instrument. Ambiguous drafting can result in the invalidation of transactions executed under a POA.
2. **Legal Capacity of Parties** – The validity of a POA depends on the legal capacity of both the donor and the donee. Courts have ruled that only juristic persons can act as attorneys, and any POA granted to a non-juristic entity is void.
3. **Challenges in Revocation** – The process of revocation remains legally complex, particularly when third parties have relied on the authority of an agent. While statutory protections exist, inconsistencies between English and Nigerian law create ambiguity, especially in cases where the principal becomes incapacitated or dies.
4. **Third-Party Protections** – Certain statutory provisions, such as Section 142(2) of the Property and Conveyancing Law (1959), provide safeguards for third parties who act in good faith. However, the absence of a uniform approach across different jurisdictions creates uncertainty in property transactions.
5. **Need for Legal Reforms** – The disparity between English and Nigerian legal frameworks regarding POAs underscores the need for legislative harmonization. The lack of clarity in implied revocation, third-party liability, and irrevocable POAs necessitates clearer statutory guidelines.

Recommendations

To address the legal complexities identified in this study, the following recommendations are proposed:

1. **Enhanced Drafting Standards** – Legal practitioners should ensure that POAs are drafted with absolute clarity, explicitly defining the scope of authority and including provisions for revocation, third-party liability, and contingencies.
2. **Uniform Statutory Reforms** – Lawmakers should work towards harmonizing statutory provisions governing POAs, particularly regarding revocation procedures and third-party protections. This would reduce jurisdictional discrepancies and enhance legal certainty.
3. **Mandatory Notification of Revocation** – The law should require a standardized notification process for revocation to protect third parties. A public registry for POAs could help prevent transactions from being affected by undisclosed revocations.
4. **Judicial Flexibility in Interpretation** – Courts should adopt a more pragmatic approach when construing POAs, especially in cases where third parties have acted in good faith. Allowing some degree of flexibility could help mitigate the unintended consequences of strict statutory interpretations.
5. **Education and Awareness for Property Stakeholders** – Landlords, tenants, and real estate professionals should be educated on the implications of POAs to minimize disputes and promote compliance with legal requirements.

Conclusion

The Power of Attorney remains a vital legal instrument in lease and tenancy agreements, enabling parties to delegate authority for property management and contractual transactions. However, the complexities surrounding its drafting, execution, and revocation present significant legal challenges. Judicial precedents and statutory provisions emphasize the need for strict construction, adherence to legal formalities, and clear revocation procedures to protect both principals and third parties. Despite existing legal safeguards, inconsistencies in statutory frameworks create uncertainty, particularly regarding the irrevocability of POAs and the protection of third parties in good faith transactions. To enhance legal certainty and transactional security, it is essential to implement statutory reforms, improve legal drafting practices, and establish clearer guidelines for revocation procedures. By addressing these challenges, stakeholders in property transactions can better navigate the evolving legal landscape and minimize the risks associated with POAs.