

TENANCY BILL

ARRANGEMENT OF SECTIONS

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**BILL
FOR
A LAW**

**TO REGULATE RIGHTS AND OBLIGATIONS UNDER TENANCY AGREEMENTS AND
THE RELATIONSHIP BETWEEN THE LANDLORD AND THE TENANT INCLUDING
THE PROCEDURE FOR THE RECOVERY OF PREMISES AND FOR CONNECTED
PURPOSES**

THE LAGOS STATE HOUSE OF ASSEMBLY enacts as follows:

- Application of Law 1. (1) This Law shall apply to all premises within Lagos State, including business and residential premises unless otherwise specified.
- (2) This Law shall not apply to:-
- (a) residential premises owned or operated by an educational institution for its staff and students;
 - (b) residential premises provided for emergency shelter;
 - (c) residential premises:-
 - (i) in a care or hospice facility;
 - (ii) in a public or private hospital or a mental health facility; and
 - (d) that is made available in the course of providing rehabilitative or therapeutic treatment.
- Jurisdiction Of the Courts 2. (1) A Court shall have jurisdiction to determine matters in respect of the tenancy of any premises let before or after the commencement of this Law.
- (2) The jurisdiction of a Court shall not be ousted by the defendant or respondent setting up the title of any other party.
- (3) The jurisdiction by the Court is without prejudice to agreement by parties in the event of dispute or difference in connection with or arising out of the rights and obligations of parties under the tenancy agreement, to resort to a Court connected Alternative Dispute Resolution (ADR).

Institution such as the Lagos Multi-Door Courthouse or to the Citizens Medication Centre for the amicable resolution of dispute.

(4) The parties agreement to resort to Court connected ADR or other facilities shall not however be construed as an ouster of court's jurisdiction.

(5) Proceedings shall be brought under this Law at the High Court where the rental value of the premises exceed the jurisdiction of the Magistrate Court as provided by the Magistrates' Courts Law.

(6) Subject to the provisions of this Law, a Court shall be bound by the practice and procedure in civil matters in the Magistrates' Court or the High Court of Lagos State.-

Tenancy Agreement 3. A tenancy agreement shall for the purposes of this Law, be deemed to exist where premises are granted by the landlord to a person for value whether or not it is:-

- (a) express or implied;
- (b) oral or in writing or partly oral or partly written; or
- (c) for a fixed period.

Advance Rent 4. (1) It shall be unlawful for a landlord or his agent to demand or receive from a sitting tenant rent in excess of six (6) months for a monthly tenant and one (1) year for a yearly tenant in respect of any premises without prejudice to the nature of tenancy held at the commencement of the tenancy.

(2) It shall be unlawful for a sitting tenant to offer or pay rent in excess of one (1) year for a yearly tenant and six (6) months for a monthly tenant in respect of any premises.

(3) It shall be unlawful for a landlord or his agent to demand or receive from a new or would-be tenant rent in excess of one (1) year in respect of any premises.

(4) It shall be unlawful for a new or would-be tenant to offer or pay rent in excess of one (1) year in respect of any premises.

(5) Any person who receives or pays rent in excess of what is prescribed in this section shall be guilty of an offence and shall be liable to a fine of One Hundred Thousand Naira (N100,000.00) or to three (3) months imprisonment.

Rent Payment receipt 5. (1) As from the commencement of this Law, all landlords of premises shall upon payment of rent by the tenants, be obliged to issue a rent payment receipt to their tenants in respect of such payments.

(2) The receipt shall state the:-

- (a) date on which rent was received;
- (b) names and addresses of the landlord and the tenant;

- (c) description and location of premises in respect of which the rent is paid;
- (d) amount of rent paid; and
- (e) period to which the payment relates.

(3) Any landlord who fails to issue a rent payment receipt to his tenant as prescribed under this Section, shall be liable to a fine of One Hundred Thousand Naira (N100,000.00)

Rights of parties

6. (1) The tenant's entitlement to quiet and peaceable enjoyment of the premises includes the right to:-

- (a) privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the premises, subject to the landlord's restricted right of inspection; and
- (d) the use of common areas of reasonable and lawful purposes.

(2) Where a tenant with the previous consent in writing of the landlord, effects improvements on the premises and the landlord determines the tenancy, such a tenant shall be entitled to claim compensation for the effected improvements on quitting the premises.

Obligations of the Tenant

7. Subject to any provision to the contrary in the tenancy agreement between the parties, the tenant shall be obliged to do the following:

- (1) Pay the rents at the times and in the manner stated.
- (2) Pay all existing and future rates and charges not applicable to the landlord by law.
- (3) Keep the premises in good and tenantable repair, reasonable wear and tear excepted.
- (4) Permit the landlord and his agents during the tenancy at all reasonable hours in the daytime after previous written notice, to view the condition of the premises and to effect repairs in necessary parts of the building.
- (5) Not to make any alterations or additions to the premises without the written consent of the landlord.
- (6) Not to assign or sublet any part of the premises without the written consent of the landlord.
- (7) Notify the landlord where structural or substantial damage has occurred to any part of the premises as soon as practicable.

- Obligations of the Landlord 8. Subject to any provision to the contrary in the tenancy agreement between the parties, the landlord shall be obliged to do the following:
- (1) Not to disturb the tenant's quiet and peaceable enjoyment of the premises.
 - (2) Pay all rates and charges as stipulated by law.
 - (3) Keep the premises insured against loss or damage
 - (4) Not to terminate or restrict a common facility or service for the use of the premises
 - (5) Not to seize, any item or property of the tenant or prevent or interfere with the tenant's access to his personal property.
 - (6) Effect repairs and maintain the external and common parts of the premises.
- Obligations of the landlord regarding business premises 9. Subject to any provision to the contrary in any tenancy agreement in respect of business premises, such agreement shall be taken to provide that where the landlord:-
- (a) inhibits the access of the tenant to the premises in any substantial manner;
 - (b) takes any action that may substantially alter or inhibit the flow of the customers, clients or other persons using the tenant's business premises;
 - (c) cause or fails to make reasonable efforts to prevent or remove any disruption to trading or use within the business premises which results in loss or profits to the tenant;
 - (d) fails to rectify as soon as practicable, any breakdown of plant or equipment under his care and maintenance which results in loss or profits to the tenant; or
 - (e) fails to maintain or repaint the exterior or the common parts of the building or buildings of which the premises is comprised, and after being given notice in writing by the tenant requiring him to rectify the matter, does not do so within such time as is reasonably practicable,
- (2) the landlord is liable to pay to the tenant such reasonable compensation as shall be determined by the Court, where the tenant effects the repairs or maintenance.
- Service Charge, Facility and Security Deposits 10. (1) In any case where the landlord or his agent may in addition to rent require the tenant or licensee to pay:-
- (a) a security deposit to cover damage and repairs to the premises;

- (b) for services and facilities for the premises; or
- (c) service charges in flats or units that retain common parts on the premises, the landlord or his agent shall issue a separate receipt to the tenant for payments received and such tenant shall be entitled to a written account at least every six (6) months from the landlord of how monies paid were disbursed.

(2) The landlord or his agent shall issue a separate receipt to the tenant for payments received and such tenant shall be entitled to a written account at least every six months from the landlord of how monies paid were disbursed.

Provision
for Re-entry

11. Subject to:-

- (a) any provision to the contrary in the agreement between the parties; and
- (b) the service of process in accordance with the relevant provisions of the Law

upon the breach or non-observance of any of the conditions or covenants in respect of the premises, the landlord shall have the right to institute proceedings for an order to re-enter and determine the tenancy.

Length of
Notice

12. (1) Where there is no stipulation as to the notice to be given by either party to determine the tenancy, the following shall apply:-

- (a) a week's notice for a tenant at will;
- (b) one (1) month's notice for a monthly tenant;
- (c) three (3) month's notice for a quarterly tenant;
- (d) three (3) month's notice for a half-yearly tenant; and
- (e) six (6) months notice for a yearly tenant

(2) In the case of a monthly tenancy, where the tenant is in arrears of rent for six (6) months, the tenancy shall lapse and the Court shall make an order for possession and arrears of rent upon proof of the arrears by the landlord.

(3) In the case of a quarterly or half-yearly tenancy, where the tenant is in arrears of one (1) year, the tenancy shall lapse and the Court shall make an order for possession and arrears of rent upon proof of the arrears by the landlord.

(4) Notice for tenants under subsection (1) (c), (d) and (e) of this Section need not terminate on the anniversary of the tenancy but may terminate on or after the date of expiration of the tenancy.

(5) In the case of a tenancy for a fixed term, no notice to quit shall be required once the tenancy has been determined by effluxion of time and where the landlord intends to proceed to Court to recover possession, he shall serve a seven (7) days written notice of his intention to apply to recover possession as in Form “TL4” in the Schedule to this Law.

(6) The nature of a tenancy shall, in the absence of any evidence to the contrary, be determined by reference to the time when the rent is paid or demanded.

Notice to Licensee 13. Where a person is a licensee and upon the expiration or withdrawal of his licence, he refuses or neglects to give up possession he shall be entitled to service of a seven (7) days notice of the owner’s intention to apply to recover possession as in Form “TL4” in the Schedule to this Law.

Notice Required for abandoned premises 14. (1) A premises will be deemed to be abandoned where the:-
(a) tenancy has expired; and
(b) tenant has not occupied the premises since the tenancy expired and has not given up lawful possession of the premises.
(2) Following subsection (1) above, the landlord shall:-
(a) issue a seven (7) days notice of the landlord’s intention to recover possession as in Form “TL4” which shall be served by pasting the notice on the abandoned premises; and
(b) apply to the court for an order for possession and an order to force open the premises,

Tenant refusing or neglecting to give up possession 15. As soon as the term or interest of any premises has been determined by a written notice to quit as in Form “TL2” or “TL3”, in the Schedule to this Law and the tenant neglects or refuses to quit and deliver up possession of the premises or any part of it, the landlord or his agent may cause the tenant to be served with a written notice as in Form “TL4”, signed by the landlord or his agent, of the landlord’s intention to proceed to recover possession, stating the grounds and particulars of the claim, on a date not less than seven (7) days from the date of the notice.

Service of Notices 16. (1) Notices referred to under Section 12-15 of this Law shall be by proper service as prescribed under Section 17 and 18.
(2) Proper service shall be service in such a manner that it can be established to the satisfaction of the court that the person to be served will have knowledge of any of the notices.

Services of Notices For residential Premises 17. Proper service on a tenant of residential premises shall be personal service, for Residential Premises which includes but is not limited to the following:
(a) service on the tenant in person;
(b) delivery to any adult residing at the premises to be recovered;

- (c) by courier where the tenant cannot be found, by delivering same at the premises sought to be recovered and the courier shall provide proof of delivery; or

Service of Notices for Business Premises	18.	<p>Proper service on a tenant of a business premises shall be by:-</p> <ul style="list-style-type: none"> (a) delivery to a person at the business premises sought to be recovered; or (b) affixing the notice on a prominent part of the premises to be recovered and providing corroborative proof of service.
Duty to Notify other Persons in Occupation	19.	<p>Where the tenant is a person other than an individual (including corporate entity), the landlord shall ensure proper service of all notices required under this Law on the tenant.</p> <p>Provided that the failure of the tenant to notify any other person in occupation shall not affect the proceedings to recover possession.</p>
Persons in Unlawful occupation	20.	<p>Where a person claims occupation of premises which he alleges is occupied solely by a person in unlawful occupation, the proceedings for recovery of the premises shall be by the summary procedure contained in the Civil Procedure Rules of the relevant court without prejudice to the necessary need to serve upon the unlawful occupant Form TL4.</p>
Service of process	21.	<p>Service to any summons, warrant or other process shall be effected in accordance with the provisions of the law for the time being in force relating to the service of the civil process of Magistrate’s Court or the High Court of Lagos State.</p>
Use of Forms	22.	<p>Subject to the provisions of this Law, the forms contained in the Schedule to this Law, may be used in the cases to which they apply and when so used, shall be sufficient in Law with such adaptation and modification as may be necessary and when so used, shall be sufficient in Law.</p>
Institution of proceedings to recover possession	23	<p>Upon the expiration of the time stated in the notice as in Form “TL4”, if the tenant neglects or refuses to quit and deliver up possession, the recover landlord may file a claim by way of summons in Form “TL6” for recovery of possession, either against the tenant or against such person so neglecting or refusing, in the Magisterial District or High Court Division where the premises is situated.</p>
Grounds for Possession	24	<p>(1) Unless the agreement expressly stipulates otherwise, the Court shall have power to make an order for possession upon proof of any of the following grounds:-</p> <ul style="list-style-type: none"> (a) arrears of rent; (b) breach of any covenant or agreement; (c) where the premises is reasonably required by the landlord for personal use; and (d) where the premises requires substantial repair.

(2) Notwithstanding any agreement between the parties, the Court shall have power to make an order for possession upon proof of any of the following grounds:-

- (a) the premises is being used for immoral or illegal purposes;
- (b) the premises has been abandoned;
- (c) the premises is unsafe and unsound as to constitute a danger to human life or property; or
- (d) the tenant or any person residing or lodging with him or being his sub-tenant constitutes by conduct, an act of intolerable nuisance or induces a breach of a tenancy agreement.

Recovery of Premises for a Fixed term certain 25. Where:-

- (a) a tenancy is proved to be for a fixed term certain;
- (b) the period of the tenancy has expired by effluxion of time; and
- (c) Form "TL4" has been serviced in accordance with Section 12(5) of this Law, the landlord shall be entitled to recovery of the premises.

Trial 26. (1) In any matter under this Law, relating to any fact required to be proved at the trial of any action, evidence shall be by written deposition or oral examination of witnesses in open court or a combination of both.

(2) All agreed documents or other exhibits shall be tendered from the bar or by the party where he is not represented by a legal practitioner.

(3) The oral examination of a witness during his evidence-in-chief shall be limited to confirming his written deposition and tendering in evidence all disputed documents or other exhibits.

(4) Where the tenant does not enter any defence and the landlord can prove:-

- (a) that the defendant is still neglecting or refusing to deliver up the premises;
- (b) the annual rental value of the premises;
- (c) the nature of the tenancy or holding;
- (d) the expiration or other determination of the tenancy within the time and manner stipulated by law;
- (e) the title of the landlord, if such has accrued since the letting of the premises; and
- (f) the service of the summons or writ if the defendant does not appear;

the court may make an order as in Form “LT4” for possession of the premises mentioned either immediately or on or before such date (within six (6) months from the date of the order) as the Court may direct.

(5) Subject to the provisions of Section 12 (2) and (3), the court shall, in making an order for possession of premises, have regard to all circumstances of the case including where appropriate, the question as to whether other premises are available for the landlord or the tenant.

(6) If the claimant named in the summons or writ fails to obtain an order under subsection (1) of this Section, the defendant may be awarded such costs as the Court may direct.

Payment of 27 (1) Where there is any matter for determination before a Court order
Arrears of rent this Law, and the tenant admits the arrears of rent or a portion of the rent, the Court may order the tenant to pay such arrears of rent before the Court proceeds with the matter.

(2) Where arrears of rent are claimed for the use and occupation of the premises, the claim shall show the rate at which such sum is claimed, and where it is proved, judgment shall be entered for the amount so proved.

Court as 28 (1) In any proceedings under this Law, where a landlord refuses to
Receiver of Refused rent accept the current rent from a tenant, the tenant may, upon application to the satisfaction of the Court pay such rent to the Court’s Registry.

(2) The Landlord in such case shall be entitled to collect the rent from the Court, less ten percent (10%) to be retained by the Court.

Arbitration 29. (1) A valid agreement to arbitrate shall upheld and shall be
enforceable in the Court and an arbitration clause or agreement in a tenancy or lease agreement shall not be construed as an ouster of the court’s jurisdiction.

(2) In the absence of any agreement to the contrary or where the parties cannot agree on the appointment or an arbitrator or tribunal, the Court on receipt of a written application by any of the parties, shall act as the appointing authority, upon payment of the prescribed fees.

(3) An arbitration award shall be enforceable as a judgment or order of the Court upon registration.

(4) Applications to enforce awards shall be made to the Court.

(5) An arbitration award in any matter covered by this Law must be registered within three (3) months of the date of the award.

Landlord may 30 Where mesne profits or a sum for the use and occupation of the premises
Claim for mesne profits or for Use and occupation of premises are claimed, the claim shall show the rate at which such sum is claimed, and where it is proved, judgment shall be entered for the amount so proved.

This provisions in Section 31 to 38 shall apply to proceedings in the Magistrates Court.

- Mediation 31 (1) In proceedings under this Law, the Court shall promote reconciliation, mediation and amicable settlement between the parties.
- (2) A Court may refer tenancy proceedings or any part of them to mediation at a Citizen Mediation Centre or to Lagos Multi-Door Court.
- (3) Referrals to mediation under the provisions of subsection (2) of this Section shall not require the consent of the parties to the proceedings.
- (4) The mediator shall submit the mediation agreement to the court for endorsement and enforcement within three (3) days after execution by the parties.
- Claims against Persons in Unlawful occupation 32. Where, in a possession claim against persons in unlawful occupation, the Claimant does not know the name of a person in occupation of the premises, the claim shall be brought against “persons unknown” in addition to any other description available.
- Defence Supported by written depositions 33. Where in accordance with Section 26 of this Law, the defendant intends to rely on a written depositions, he may at the time of filing the defence but not later than (5) days thereafter, file witness statements, exhibits and other relevant documents to be tendered.
- Service on Persons in Unlawful occupation 34. (1) Where in a possession claim against trespassers, the claim has been issued against “persons unknown”, the claim, particulars of claim, any witness statements, exhibits and any other relevant document shall be deemed served on those persons by:-
- a. attaching copies of the claim form, particulars of claim and any other relevant documents to the main door or some other part of the premises so that they are clearly visible.
 - b. if practicable, inserting copies of those documents in a sealed transparent envelope addressed to “the occupiers” through the door or gate of the premises or letter box if there is one; or
 - c. placing stakes in the land in places where they are clearly visible and attaching to each stake copies of the claim form, particulars of claim and any other relevant document in a sealed transparent envelope addressed to “the occupiers”.
- Defendant not defending claim 35. Where the claim is based on documentary evidence and the defendant does not file a defence or appear at the trial and does not defend the claim, the Magistrate shall be entitled to adjudicate upon the claim in chambers but shall give judgment in open Court.
- Unreasonable increase of Rent 36 (1) Subject to any agreement to the contrary, an existing tenant may apply to the Court for an order declaring that the increase in rent payable under a tenancy agreement is unreasonable.
- (2) In determining whether an increase in the rent is unreasonable, the Court shall consider:-
- (a) the general level of rents for comparable premises in the locality or a similar locality.

- (b) evidence of witnesses of the parties; and
- (c) any special circumstances relating to the premises in question or any other relevant matter.

(3) If satisfied that the increase in the rent is unreasonable, the court may order that the increase in the rent be changed to an amount that does not exceed a specified sum.

(4) Notwithstanding the provisions of any Law, it shall be unlawful for a landlord to eject a tenant from any premises pending the determination of the action.

Application to set aside or vary judgment of Court	37.	Any judgment by default under this Law shall be final and remain valid and may only be set aside upon application to the Magistrate on ground of fraud, non-service or lack of jurisdiction upon such terms as the court may deem fit.
Warrant for Possession may be issued at any time	38.	Where a landlord is entitled to possession of any premises, the Court may issue a warrant for possession, notwithstanding that the counterclaim is undetermined or unsatisfied.
Form and Purpose of Warrant for possession	39.	A warrant for possession shall entitle the landlord to be put in possession of the premises to which the warrant relates and the certificate of warrant execution shall be as in Form "TL10".
Duration of Warrant	40	Notwithstanding any provision in any other Law, every warrant for possession shall bear the date after the day mentioned in the order for possession of the premises in question and shall be in force for three (3) months from such date; Provided that a warrant may be renewed every three (3) months but shall not exceed three (3) renewals.
Warrant for Possession justifies entry on Premises	41.	Any warrant to give possession of the premises to the person named in the warrant or to whom it may be directed, shall justify entry to him with such assistance as he shall deem necessary and be given possession on premises. Provided that no entry upon such warrant shall be made on a Sunday or public holiday.
Enforcement of Order of Court	42.	At the expiration of the time ordered by the Court, if an order of possession of the Court is not obeyed, the Court at the instance of the landlord, shall, where such order can be proved to have been served on the tenant, issue a warrant for possession, and if the order is that possession of the premises be given up by the tenant to the landlord, the Court shall immediately at the instance and at the cost of the landlord, issue a warrant for possession to the landlord.

43. (1) Subject to the provisions of any Law:-

- (a) any person who demolishes, alters or modifies a building to which this law applies with a view to ejecting a tenant and without the approval of the Court; or
- (b) any person who in respect of any premises:-
 - (i) attempts to forcibly eject or forcibly ejects a tenant;
 - (ii) threatens or molests a tenant by action or words, with a view to ejecting such tenant; or
 - (iii) wilfully damages any premises,

shall be guilty of an offence and is liable to a fine of up to two hundred and fifty thousand Naira (250,000.00) or up to six (6) months imprisonment and any other non-custodial disposition.

(2) A Court shall have power to punish for contempt in the face of the Court but may in other cases order the arrest and bring before it, any person suspended of having committed contempt of Court and such a person shall as soon as practicable be brought to trial before a Court of Law.

(3) Following subsection (2) of this Section, any person who:-

- (a) resists, molests, assaults, or in any way obstructs any officer of the Court or any other person from carrying out an order of the Court to serve any process or execute a warrant for possession; or
- (b) has been put out of possession, by virtue of a warrant for possession, and unlawfully retakes possession of the premises after possession has been given to the landlord,

shall be charged with contempt and is liable to a fine of up to two hundred and fifty thousand Naira (N250,000.00) or up to six (6) months imprisonment and any other non-custodial disposition.

(4) (a) Any landlord who obtains an order for possession of any premises under this Law by intentionally providing false information shall be guilty of an offence and liable under the Criminal Code.

(b) Any tenant who deprives the landlord any premises under this Law by intentionally providing false information shall be guilty of an offence and liable under the Criminal Code.

(c) Without prejudice to any criminal proceedings, where:-

(i) Any landlord has obtained an order of possession of premises under this Law and upon an application made by summons by the tenant, the Court is satisfied that such order was obtained by intentionally providing false information, the Court shall order the landlord to pay reasonable compensation to such tenant; and

(ii) the tenant has deprived the landlord of possession of premises under this Law and upon an application made by summons by the landlord, the Court is satisfied that the landlord was so deprived by the tenant intentionally providing false information, the court shall order the tenant to pay reasonable compensation to such landlord.

Appeals 44. (1) Any party to any proceedings in the Magistrates' Court may appeal from the decisions of the Magistrates' Court to the High Court in accordance with the provisions of the Magistrate's Court Law.

(2) A party to any proceedings in the High Court may appeal in accordance with the provisions of the Constitution.

Regulations and procedure 45. The Chief Judge may, as required, make regulations for the procedure through which matters relating to the conduct of proceedings shall be carried out.

Interpretation 46. In this Law, unless the context otherwise requires:-

“agent” means any person usually employed by the landlord in the letting or leasing of the premises or in the collecting of the rents, or a person specially authorised to act in a particular manner by writing under the hand of the landlord;

“business premises” except where it is expressly stated otherwise by this Law, includes premises used wholly or in part for non-residential purposes, such as, places let out for business, shops, offices, shopping malls, sporting facilities, event centres, lodgings, gaming houses, clubs and club houses, religious worship, institutions and voluntary services structures amongst others;

“Commissioner” means Commissioner for Justice, Lagos State;

“common area” means any part of the premises the use of which is jointly shared by tenants or by a landlord and one or more tenants;

“Court” means the High Court and Magistrates' Court of Lagos State but specifically excludes the Customary Court;

“current rent” means the subsisting rent;

“functions” includes powers and duties;

“Governor” means the Governor of Lagos State;

“interested person” includes any person claiming through the landlord or the tenant or who has an interest in the proceedings;

“landlord” in relation to any premises means the person entitled to the immediate reversion of the premises or if the property is held in joint tenancy or tenancy in common, any of the persons entitled to the immediate reversion and includes:-

- (a) the attorney, solicitor, agent or caretaker of any such landlord;
- (b) any person receiving (whether in his own right or as an attorney or agent) any rent from any person for the occupation of any premises in respect of which he claims a right to receive the same; or
- (c) a former landlord where the context so requires;

“licensee” means a person who comes into occupation by mere permission, without the creation of a landlord and tenant relationship and has no estate or legal interest in the premises;

“mesne profit” means the rents and profits which a tenant who holds over or a trespasser might have received during his occupation of the premises and which he is liable to pay as compensation to the person entitled to possession;

“persons in unlawful occupation” means any person or corporate body who:

- (a) enters into occupation through the tenant or remains in any residential or business premises without the consent of the landlord; or
- (b) enters into or remains in occupation of the premises after an order for possession against a tenant without the consent of the landlord;

“premises” except where it is expressly stated otherwise by this Law, includes premises used for business, residential and non-residential purposes;

“prescribed” means prescribed by this Law or schedule or rules or regulations or orders;

“proceedings” includes any proceedings instituted in court in respect of this law;

“rents” includes any consideration or money paid or agreed to be paid or value or a right given or agreed to be given or part of any crop rendered or any equivalent given in kind or in labour, in consideration of which a landlord has permitted any person to use and occupy any land, premises, or other corporeal hereditament, and the use of common areas but does not include any charge for services or facilities provided in addition for the occupation of the premises;

“rules” means the rules for the time being in force relating to the practice and procedure of the courts in the exercise of their respective civil jurisdiction made under the law by which such courts were established or any law amending same;

“Services or facilities” include any of the following that are provided or agreed to be provided by the landlord to the tenant of premises, appliances and furnishings, cleaning and maintenance services, parking spaces, cable, television and dish services, laundry services, storage facilities, elevator, common recreational facilities, intercom systems and security surveillance, housekeeping facilities, security services and waste removal services;

“Sitting tenant” means a tenant in lawful occupation after the expiration of the first tenancy term according to the provisions of this Law and includes a tenant renewing an existing tenancy following an expired term of years;

“State” means Lagos State;

“substantial repair” means any work required to remedy anything which threatens the structure or renders the premises inhabitable, creates an intolerable nuisance or could be construed as a breach of the landlord’s covenant in the head-lease;

“sub-tenant” means a person who occupies premises or a portion of the premises previously occupied by a tenant which has been sublet to the sub-tenant by virtue of the written consent of the landlord;

“tenants” includes a sub-tenant or any person occupying any premises whether by payment of rent howsoever or by operation of law and not persons unlawfully occupying any premises under a bona fide claim to be the owner;

“tenancy” means holding or interest in land or property by a tenant under a tenancy agreement;

“tenancy agreement” means an agreement whether written or oral, express or implied between a landlord and a tenant regarding possession of premises and use of common areas and includes leases and sub-leases.

- | | | |
|---------------------------|-----|--|
| Repeal | 47. | The Rent Tribunals (Abolition and Transfer of Functions) Law 2007 is repealed. |
| Citation and Commencement | 48. | This Law may be cited as the Tenancy Law and shall come into force on..... day of..... 2011. |

FORMS

TLI

GENERAL FORM OF TITLE OF PROCEEDINGS
(For use in the Courts)

IN THE HIGH COURT/MAGISTRATES' COURT OF LAGOS STATE
HOLDEN AT..... Judicial Division/Magisterial District
Suit No. 20.....

Between
..... **Claimant**
and
..... **Defendant**

TL2

NOTICE TO QUIT SIGNED BY THE LANDLORD IN PERSON

To: C.D.
Sir,

I give you notice to quit and deliver up possession of the (house, flat or room) and premises, with the appurtenances situate at..... in the.....
Judicial Division/Magisterial District of....., which you hold as..... tenant,
on the.....day of..... 20.....
Dated the..... day of..... 20.....

Yours, etc

Landlord

TL3

NOTICE TO QUIT, GIVEN BY AN AGENT OR
LEGAL PRACTITIONER OF THE LANDLORD

To: C.D,

Sir,

I hereby, as agent (Legal Practitioner) for (A.B.), your landlord, and on his behalf give you notice to quit and deliver up possession of the (house, or flat, or room) with appurtenances, situate at..... in the Judicial Division/Magisterial District of....., which you held as..... tenant, on theday of..... 20.....
Dated this.....day of.....20.....

Signed:.....
Legal Practitioner/Agents to the landlord

TL4

NOTICE TO TENANT OF OWNER'S INTENTION
TO APPLY TO RECOVER POSSESSION

To: C.D,

Sir,

I.....(owner or agent to the owner, as the case may be) do give you notice, that unless peaceable possession of the premises (shortly describe), situate at..... which were held of the said..... (as the case may be) under a tenancy from year to year (or as the case may be) which expired or was determined by notice to quit from the said..... (or otherwise as the case may be) on the..... day of and which premises are now held over and detailed from the said be given to..... (the owner or agent) on or before the expiration of seven clear days from the service of this notice, I..... shall on..... the day of.....

TL4 – continued

Apply to the..... High Court/Magistrates’ Court (being the district, division or place in which the premises is situated) for a summons to eject any person from the premises.

Dated this.....day of.....20.....

Signed.....

Owner or Agent

TL5

NOTICE TO TENANT OF OWNER’S INTENTION TO
APPLY TO RECOVER POSSESSION FOR EFFLUXION OF TIME

To: C.D.

Sir,

I..... (owner or agent to the owner, as the case may be) do give you notice, that unless peaceable possession of the premises (shortly describe), situate at..... which were held of the said..... (as the case may be) under a fixed term certain which was determined by effluxion of time on the said.....day of..... and which premises are now held over and detained from the said..... be given to(the owner or agent) on or before the expiration of seven clear days from the service of this notice, I shall onthe.....day of.....apply to the High Court/Magistrate’s Court (being the district, division or place in which the premises is situated) for a summons to eject any person from the premises.

Dated this.....day of.....20.....

Signed:.....

Owner or Agent

TL6 – continued

I dispute the claimant’s claim because (state facts relied on in support of defence) or I admit the claimant’s title and his right to immediate possession and offer to give up possession on the Day of..... 20..... I admit the claim for..... or (I admit N..... part of the claim) and I ask for leave to pay the same, with costs on that amount, on the..... day of 20..... becauseI have a counterclaim against the claimant for N.....

To be signed here:-

.....
Defendant

Address to which notices to be sent

.....
.....

TL6^A
(ANNEXED CLAIM AGAINST TENANT OR PERSON
REFUSING TO DELIVER UP POSSESSION)

The claimant is entitled to the possession of premises (describe shortly) situate

at..... which were let by the claimant to the defendant for

.....under the rent of N.....which said tenancy expired (or was determined by notice to quit, given by the claimant (as the case may be) on the..... day of..... 20..... The claimant did serve on the defendant....., a notice in writing of his intention to apply to recover possession of the said premises (a duplicate of the notice is annexed), by (described the mode in which the service was affected); and that notwithstanding the said notice, the defendant refused (or neglected) to deliver up possession of the said premises and still detains the same. The claimant claims possession and N..... for arrears of rent and N..... for the mesne profits;

TL6^A – continued

Or, the claimant claims possession and N..... for arrears of rent and mesne profit at the rate of N..... per, being at the rate of the rent of the said premises, from the day of..... 20..... until, possession is given up;
Or, the claimant claims possession and N..... for arrears of rent and Mesne profits from the day of..... 20..... until possession is given up.

Signed:.....

TL7

JUDGMENT FOR CLAIMANT IN ACTION FOR RECOVERY OF PREMISES
(Appropriate General Title –TLI)

Judgment in favour of the claimant could include all or any of the following:-

That the claimant recovers against the defendant, possession of the premises mentioned in the particulars of claim annexed to the summons in this action, that is to say: (here describe the property as set out in the particulars);

That the claimant recovers against the defendant the sum of N..... K..... for rent and mesne profits from the.....day of.....20..... up to date hereof and further mesne profits at the same time of obtaining possession;

That the defendant give the claimant possession of the said premises on the.....day of 20.....;

That the defendant pays to the Registrar of this Court the total sum stated above, on or before theday of.....20.....; or

That the defendant pays to the Registrar of this Court the sum of N..... K..... being arrears of rent and for mesne profits up to date hereof on or before the.....day of20..... and that the defendant further pays to the Registrar of this Court mesne profits at the rate of N.....K.....per.....from the date hereof to the date on which possession of the premises is delivered up within fourteen (or as may be) days of the date of delivery of the same premises.

TL7- continued

TAKE NOTICE – That if possession is not given and payment is not made as ordered above, a warrant or warrants may be issued requiring an officer of the Court to give possession of the said house, flat or room, to the claimant, and to levy the sum of N.....K..... mentioned above, together with further costs.

TL8

JUDGMENT FOR DEFENDANT IN ACTION FOR RECOVERY OF PREMISES
(Appropriate General Title – TL1)

It is adjudged that the claimant is not entitled to recover possession of the.....mentioned in the particulars annexed to the summons in this action; that is to say: (describe the premises as set out in the particulars).

And it is adjudged that judgment be entered for the defendant, and that the defendant recovers against the claimant, the sum of N.....K..... for costs.

And it is ordered that the claimant pay the same to the Registrar of the Court on or before theday of.....20.....

TL9

Section 39

WARRANT FOR POSSESSION OF PREMISES
(Appropriate General Title – TL1)

Whereas at the High Court/Magistrates’ Court holden on theday of.....20.....,

It was adjudged that the claimant was entitled to possession of the premises mentioned in the particulars annexed to the summons in this action, that is to day: (describe the premises as set out in the particulars);

And it was ordered that the defendant give the claimant possession of the said premises which was to be paid into Court on or before the.....day of.....20.....;

AND IT WAS ADJUDGED that the claimant should recover against the defendant, the sum of N.....K.....for rent and mesne profits and N.....k.....for cost, making the total sum of N.....k..... and it was ordered that the defendant should pay the last mentioned sum to the Registrar of the Court on or before the.....day of.....20.....;

And whereas the defendant has not obeyed the said order: This is therefore to authorise and require you to give immediate possession of the said premises to the claimant.

And this is therefore to require and order you to immediately make and levy the amount due to the claimant under the said judgment (or order) together with the costs of this warrant and the costs of executing the same, by distress of sale of the goods and chattels of the defendant, (if there are more defendants than one, name the defendants against whose goods the execution is issued wherever they may be found within the Division or District of this Court) (except the wearing apparel and bedding of him and his family and the tools and implements of his trade to the value of..... naira, and also by seizing and taking any money, banks notes, cheques, bill of exchange, promissory notes, bonds or other securities, for money belonging to the defendant which may be found there, or such part or so much as may be sufficient to satisfy this execution, and to bring what you shall have so levied into the Court and to make returns of what you have done under this warrant immediately upon its execution.

Dated the.....day of.....20.....

.....

Judge/Magistrate

To: (REGISTRAR OF THE COURT)
(RENT AND MESNE PROFITS)

Costs.....

Fee for issuing this warrant.....

Total amount to be levied with fees for execution of warrant as endorsed hereon

Application was made to the Registrar for this warrant at.....minutes past the hour ofin the.....of the day last above-mentioned.

TL9 – continued

TAKE NOTICE – The goods and chattels are not to be sold until after the end of five days next following the day on which they were seized, unless they are of a perishable nature or at the request of the defendant.

TL10

CERTIFICATE OF EXECUTING OF WARRANT OF POSSESSION

(Appropriate General Title – TL1)

I certify that by virtue of the warrant of possession issued in this action of..... numbered....., I did on the.....day of.....20..... deliver full and peaceable possession to the claimant of the premises named therein, that is to say: (copy description from warrant), as required by the said warrant.

Dated the.....day of.....20.....

Signed:.....
Person executing the Warrant

TL11

APPLICATION FOR ORDER AGAINST UNREASONABLE INCREASE OF RENT

(Title as in TL1)

Application is made to declare unreasonable, increase in rent payable in respect of the premises situated at.....
.....

(here specify the address)

.....whereof:

TL11-continued

I.....of
(name of tenant)

.....
(address of tenant)

and the tenant.

and.....of

(name of landlord)

.....

(address of landlord)

is the landlord.

I, being the tenant/applicant state:-

(a) Total accommodation in premises.....

(b) Accommodation occupied or used by the tenant.....

.....

(specify whether furnished or not)

(c) The rent presently payable to the landlord being.....

per month/year.

(d) The increased rent demanded by the landlord being.....per month/year.

(e) Rent payable for comparable premises in the locality or similar locality being

.....per month/year

(f) Any peculiar circumstance relating to the premises or any other relevant matter

.....

Dated at.....this.....day of.....20.....

Signed:.....

Tenant

TL12

NOTICE OF HEARING

(Title as in T1)

In the matter of an application to declare unreasonable increase in rent of.....

.....

(here describe the premises)

Whereof.....is the tenant and

.....the landlord

To.....

(name and address of Landlord)

TAKE NOTICE that an application to declare unreasonable, the rent in respect of.....

.....

(description of premises)

has been made to the.....HIGH COURT/MAGISTRATES' COURT OF LAGOS STATE sitting at.....Judicial Division/Magisterial District

(insert sufficient address of Court)

*which shall hear the application on the.....day of.....20..... at.....o'clock a.m./p.m. or so soon thereafter as may be practicable.

And further take notice that if you fail to attend, or having sent representation in writing you thereafter fail to attend if so directed or required by the Court, the case may be heard and determined in your absence accordingly.

Dated at.....this.....day of.....20.....

Signed:.....

Registrar

*Insert here a date not earlier than seven days from the date of this notice of hearing.

TL13

ORDER

(Title as in TL13)

.....

(here describe the premises)

.....

Whereof.....is the tenant and

.....is the landlord

(or as the case may be)

Delivered this.....day of.....20.....

Upon reading the application of.....

(name of applicant)

.....

And upon hearing the parties (or as the case may be) and after considering the evidence then before it, this Court orders as follows:

*That the rent of the accommodation presently payable at.....is confirmed as a reasonable/an unreasonable increase in rent.

* That the rent for the premises is reduced to.....
(here set out the amount)

.....
(insert date)

* That the rent of the accommodation in respect of.....
(here set out the premises affected and in what way the rent has not been/been reduced according to the facts)

.....
.....

- That the application be dismissed.

Signature:.....
Judge/Magistrate

- This form of order may be adopted or modified according to circumstances.

TL14
RECORD OF UNREASONABLE INCREASE IN RENT
(To be kept by the Registrar of the Court)

The date when entries are made is to be set out and where corrections are made they are to be shown as corrections with the date when made.

1. Address of premises.....
.....
2. Name and address of landlord.....
.....
3. Name and address of agent (if any).....
.....
4. Specification of premises.....
(State with sufficient details to identify the accommodation and facilities available)
.....
.....
5. Number of accommodation let/available for letting.....
.....
6. Accommodation to which tenant is entitled.....
.....

- (a) Exclusively:
 - (b) In common:.....
7. State if premises are furnished and distinguished those fully furnished from those partly furnished.

8. State if services provided by the landlord:.....

9. State the rent for premises (and where separately let, indicate each accommodation):

10. State whether increase in rent was found unreasonable:.....

TL14-continued

11. If rent is reduced (whether or not for a limited period), indicates the period each accommodation was affected:.....
12. Entries/corrections made:.....