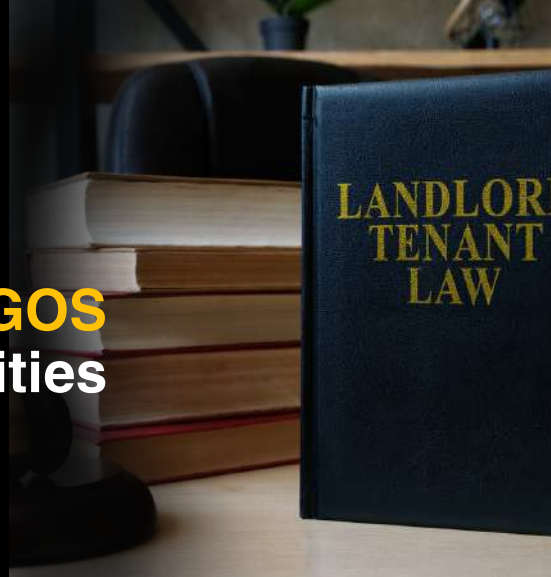


# THE TENANCY LAW OF LAGOS STATE: duties, rights, and liabilities of the landlord and tenants



Tenancy law in Lagos State, Nigeria, governs the relationship between landlords and tenants, outlining their respective rights, responsibilities, and obligations. A comprehensive understanding of these legal parameters is essential for both parties to ensure a fair and transparent rental experience.

The Lagos State Tenancy Law, 2011, outlines the relationship between landlords and tenants, including their duties and liabilities, as well as notice requirements.

This article examines the Tenancy law of Lagos State, including the duties, rights, and liabilities of landlords and tenants, as well as the statutory notice requirements and procedures for resolving tenancy disputes.

## WHO IS A LANDLORD?

A landlord is any person entitled to the reversionary interest in property, including his agent, caretaker, or sub-landlord. Thus, the landlord may not always have a direct relationship with the tenant.[1]

Furthermore, a landlord is generally understood to be the owner of a property (such as a house, land, or apartment) who leases it to a tenant, for a specified period and consideration (rent). This relationship is formalised through a tenancy agreement, which outlines the rights and responsibilities of both the landlord and the tenant.

## WHO IS A TENANT?

By Section 2 Recovery of Premises Act and Section 47 Lagos State

Tenancy Law 2011, a 'tenant' includes any person occupying premises, whether on payment of rent or otherwise, except a person i"occupying premises under a bona fide claim to ownership. This includes individuals with tenancy agreements and those who remain in occupation after the expiration of a lease (i.e., statutory tenants).

Please note the Law does not apply to certain premises and areas under Section 1(2), (3), and (4) of the Lagos State Tenancy Law 2011. According to section 1(2), the premises and areas where the Lagos State Tenancy Law 2011 include (a) residential premises owned/operated by educational institutions for staff/students; (b) emergency shelter; (c) residential premises in a care/hospice facility, in a

public or private hospital, or a mental health facility; and (d) premises made available in the course of rehabilitative or therapeutic treatment. In addition, Apapa, Ikeja GRA, Ikoyi, and Victoria Island are exempt, and the

Governor may exempt other areas by Gazette order.”

Please note that the law does not apply to certain premises and areas, per Section 1(2) & (3) of the Lagos State Tenancy Law 2011

## **TYPES OF TENANCIES RECOGNIZED UNDER NIGERIAN LAW**

### **1.Tenancy at Will**

A tenancy at will arises whenever property is occupied by the tenant on the terms that either he or the owner of the premises may determine the tenancy at any time.[2]

In *Pan Asian African Co Ltd v National Insurance Corporation (Nig) Ltd*[3], the court stated that “a tenancy at will arises whenever a tenant with the consent of the owner occupies land as tenant (and not merely as servant or agent) on terms that either party may determine the tenancy at any time. This kind of tenancy may be created expressly (e.g. *Mansfield and Sons Ltd v Botchin* [1970] 2 QB 612) or by implication, common examples are where a tenant whose lease has expired holds over with the landlord’s permission without having paid rent on a period basis (see e.g. *Meye v Electric Transmission Ltd* [4].”

### **2.Statutory Tenancy**

Statutory tenancy arises by operation of law. A statutory tenant is an

occupier or tenant whose initial entry upon the premises or property were not trespassory but who when his contractual tenancy expires, hold over and continues in possession under special statutory provisions laying down procedures and processes for the repossession of the premises held over by the tenant and also making his forcible ejection by force of arm unlawful and criminal. A statutory tenant is well protected under the law. [5]

### **3.Periodic Tenancy**

A periodic Tenant takes the form of a monthly, quarterly or yearly tenancy and continues to run until valid notice is given. The successive terms are not strictly regarded as a renewal but as a continuation of the original term. This is why it is sometimes asserted that periodic tenancies are exceptions to the rule that a lease tenancy may last for ten to twenty years, as the case may be, if the tenant continues to observe the terms of the tenancy at the pleasure of the landlord.

[1] *Elakhame v Osemobor* (1991) 6 N.W.L.R (Pt. 196) p. 170

[1] (1982) All NLR, 229

[1] [1942] Ch D 290

[1] Chief Tom Anyafulude, *A practical approach to Land Law in Nigeria* published 2023 at page 564

#### 4. Tenancy at Sufferance

This is not a tenancy that is clearly defined under the Lagos Tenancy Law 2011 but is recognised under the Nigerian Case law in the case of **Ugochukwu v. Cooperative & Commerce Bank (Nig) Ltd**[6]. It is a common law concept where the tenancy has already expired, usually by effluxion of time, but the tenant holds over the premises. He ceases to have a right of occupation or possession of the premises, but although he has no more title as such, he continues in possession of the land. [7]



#### 5. Fixed Term Tenancy

A tenancy is fixed because the tenure of the tenancy is not only indicated, but it is also stated to be for a fixed term or a certain term.[8] If a tenant violates a stated or implicit term of the tenancy, the term certain either expires when the period is up or is terminated by the landlord through the forfeiture process. Upon expiration, the landlord must serve a notice of the owner's intention to recover

possession under Section 13 of the Lagos Tenancy Law 2011.

### RIGHTS AND OBLIGATIONS OF TENANTS

#### Rights

1. Right to a Habitable Dwelling: Tenants possess the right to reside in premises that conform to basic health and safety standards. This encompasses adequate provisions for plumbing, heating, electricity, and pest control.

2. Right to Privacy: Landlords are obligated to give reasonable notice before entry, except in cases of emergency.

3. Right to Equitable Treatment: Tenants are entitled to fair treatment devoid of discrimination based on race, gender, religion, or any other personal characteristic.

4. Right to Repairs: Tenants have the right to request necessary repairs from the landlord. Where a landlord fails to make necessary repairs promptly, a tenant may repair and deduct costs from the rent. Please note that "repair and deduct from rent" is not expressly provided for in the Lagos Tenancy Law. While it's a common law equitable remedy, Nigerian courts may require prior landlord consent to avoid disputes as clearly stated in the case of **Okechukwu v. Onuorah**[9]

[1] [1996] 6 NWLR (Pt 456) 524

[1] A.P v Owodunni (1991) 8 NWLR (pt. 210) 391 at 413

[1] Civil litigation in Nigeria, 2<sup>nd</sup> edition 2018, Maureen Stanley-Idum & James Agaba, Esq pg 796

[1] (2000) 15 NWLR (Pt 691) 597

**5. Right to Security of Tenure:** A tenant cannot be evicted without adherence to due process. A landlord must follow legal procedures for terminating a tenancy, typically necessitating the provision of notice and a valid rationale.

## **Obligations**

**1. Obligation to Pay Rent:** Tenants are required to remit rent per the terms outlined in the tenancy agreement. Failure to comply may result in eviction proceedings.

**2. Maintenance of the Property:** Tenants are responsible for the upkeep of the rented premises, which includes preventing damage beyond reasonable wear and tear and maintaining cleanliness.

**3. Compliance with Tenancy Terms:** Tenants must adhere to the stipulations specified in the tenancy agreement, which may include restrictions regarding pets, noise levels, and subletting.

**4. Notification of Repair Requirements:** Tenants must promptly inform landlords of any issues requiring attention, thereby enabling timely repairs and minimising potential damages.

Before undertaking any repairs to the property, a tenant is required to seek and obtain explicit consent from the landlord. This approval must be

granted in writing prior to any work being initiated. It is important for the tenant to provide detailed information about the proposed repairs, including the nature of the work, the materials to be used, and the expected timeline for completion. By doing so, both parties can ensure that the repairs are carried out appropriately and in accordance with the property's standards and regulations.

## **RIGHTS AND OBLIGATIONS OF LANDLORDS**

### **Rights**

**1. Right to Collect Rent:** Landlords reserve the right to receive rent as stipulated in the tenancy agreement, and tenants are obligated to fulfil this duty. A Landlord also has the right to increase rent under the Lagos Tenancy Law, but Section 37, regulates rent increases. Landlords must give at least 6 months' written notice before increasing rent.

**2. Right of Access:** Landlords are entitled to enter the property for necessary inspections or repairs, provided they furnish appropriate notice to tenants.

**3. Right to Terminate Tenancy:** Where a tenant violates the terms of the lease, such as through non-payment of rent, the landlord possesses the right to terminate the tenancy following due process.

**4. Right to Quiet Enjoyment:** Landlords maintain the right to ensure that their property is not utilised for illegal activities, which could :

1] Sec 72(1)

[2] Sec 72(4)

[3] Sec 204(1)(5)

[4] Sec 5(6)



jeopardise their investment and adversely affect other tenants.

#### Obligations

1. **Provision of Habitable Accommodation:** Landlords have a legal obligation to ensure that the premises are safe, secure, and suitable for habitation at the inception of the tenancy and must maintain this standard throughout the rental period.

2. **Timely Execution of Repairs:** Landlords must address necessary repairs promptly to ensure that the property remains habitable.

3. **Respect for Privacy:** Landlords must provide tenants with adequate notice before entering the leased property, except in emergencies.

5. **Management of Security Deposits:** Landlords must issue separate receipts and provide a written account at least every six (6) months showing how monies (e.g., service charge/security deposit) are applied (s.10). The timing and basis of any return of a security deposit are primarily governed by the tenancy agreement and general law, not by a statutory escrow/automatic-return rule.

### PROCEDURES FOR RECOVERY OF PREMISES

Where the tenancy has been determined either by the operation of the law or by effluxion of time, the Landlord must issue the statutory notices before a tenant can be ejected. These statutory notices

include six (6) months' notice and a seven-day notice of owners' intention to recover property.

When it comes to ending a tenancy at Will in Nigeria, the length of notice required is not stated, but each party is required to give notice, nonetheless. A notice as short as 7 days has been held to be enough notice in this type of tenancy. [10]

### NOTICE TO QUIT

The Lagos Tenancy Law mandates specific statutory notices for both landlords and tenants, primarily regarding the termination of a tenancy agreement. These notices are crucial for legally ending a tenancy and avoiding disputes. [11]

A six-month notice to quit is a statutory notice given to a tenant by the landlord, six months prior to the expiration of the tenancy. Under **s.13(4)** of the Lagos State Tenancy law 2011, notice "need not terminate on the anniversary" of the tenancy; it may terminate on or after the tenancy's expiry date.

For clarity, section 13(1) of the Lagos State Tenancy Law 2011 on the issue of statutory notices provides that:

- Yearly tenancy → 6 months
- Half-yearly → 3 months
- Quarterly → 3 months
- Monthly → 1 month
- Weekly → 7 days

## SEVEN DAYS OWNER'S INTENTION TO RECOVER PROPERTY.

After the expiration of the tenancy and the tenant has refused to deliver up possession of the property, a seven-day notice of the owner's intention to apply to court to recover possession is served on the tenant. The essence of this notice is to notify the tenant of the landlord's intention to apply to the court to evict the tenant from the landlord's property.

### SERVICE OF NOTICE

Notice must be personally served on the tenant before an action for recovery can be validly commenced. Where a tenant cannot be found, then the notice can be posted in a conspicuous place in the premises. Proper service is a condition precedent for instituting recovery proceedings.[12]

The landlord has no legal right to forcefully eject a tenant from his property. Unlawful eviction methods (e.g., removal of roofing, fittings, or personal belongings) may attract civil and criminal liabilities. In ***Ihenacho v Uzochukwu***[13], the Supreme Court held that "resort to self-help by the landlord to evict a tenant who is in lawful occupation is not within the purview of the provisions of the Recovery of Premises Law and that such a landlord renders himself liable to the tenant in trespass".

While the law mandates the landlord to issue requisite notices, where the statutory notice is faulty for any

reason, the service of a writ or claim for possession amounts to sufficient notice. A tenant would no longer be allowed to take advantage of a faulty notice. In ***Pillars Nigerian Ltd v. William Kojo Desborders & Anor***[14], the court stated that:

*"The Appellant had held on to property regarding which it had breached the lease agreement from day one. It had continued to pursue spurious appeals through the hierarchy of Courts to frustrate the Judgement of the Trial Court delivered on 8/2/2000, about 20 years ago. After all, even if the initial notice to quit was irregular, the minute the Writ of Summons dated 13/5/1993 for repossession was served on the Appellant, it served as adequate notice. The ruse of faculty notice used by tenants to perpetuate possession in a house or property which the landlord had slaved to build and relies on for means of sustenance cannot be sustained in any just society under the guise of adherence to any technical rule. Equity demands that whenever and wherever there is controversy on when or how notice of forfeiture or notice to quit is disputed by the parties, or even where there are irregularities in giving the notice to quit, the filing of an action by the landlord to regain possession of the property*

[1] Ibid

[1] (1997) 1 SCNJ 117 at 284

[1] (2021) 12 NWLR (Pt 1789) 122

*has to be a sufficient notice on the tenant that he is required to yield up possession. I am not saying here that statutory and proper notice to quit should not be given. Whatever form the periodic tenancy is, whether weekly, monthly, quarterly, yearly, etc., immediately after a Writ is filed to regain possession, the irregularity of notice, if any, is cured. The time to give notice should start to run from the date the Writ is served. If, for example, a yearly tenant, six months after the Writ is served, and so on. All the dance drama around the issue of irregularity of the notice ends, The Court would only be required to settle other issues if any between the parties. This Appeal has absolutely no merit and it is hereby dismissed”*

## **Alternative Dispute Resolution (ADR) under Lagos State Tenancy law 2011**

Alternative Dispute Resolution (ADR) under the Lagos State Tenancy Law of 2011 provides a framework for resolving disputes between landlords and tenants outside of traditional court systems. This law emphasizes the importance of mediation, arbitration, and other non-litigious methods to address conflicts that may arise during tenancy agreements.

Accordingly, section 32 of the Lagos State Tenancy Laws 2011 provides that:

(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 it to mediation at a Citizen Mediation Centre or to Lagos Multi-Door Court House.



(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.

The Court has the authority to refer tenancy recovery proceedings to either the Citizen Mediation Centre or the Lagos Multi-Door Courthouse without needing the parties' consent. Once the mediation is concluded, the Mediator will submit the Mediation Agreement to the Court for endorsement, and this agreement will serve as the Court's judgment.

## CONCLUSION

The statutory framework governing tenancy law in Lagos State is intended to safeguard the interests of both landlords and tenants, fostering a balanced and equitable relationship. While tenants seek a secure and comfortable living environment, landlords aim to protect their investments. A thorough

understanding of their rights and duties can significantly mitigate conflicts and enhance the rental experience for all parties involved. For any disputes or clarifications regarding tenancy issues, obtaining legal counsel is advisable to ensure a clear understanding of specific circumstances and available remedies.

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