

CHAPTER 101
LANDLORD AND TENANT LAW

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CHAPTER 101

LANDLORD AND TENANT LAW

A Law to regulate the relationship of landlords and tenants generally and matters connected therewith including control of rents and premises.

[27th August 199] ENSL 1995
No. 4

ENSL 1996 No.

PART I—PRELIMINARY

Short title

1. This Law may be cited as the Landlord and Tenant Law.

2. In this Law, —

"agent" means a person duly authorized by another person to act for or on behalf of that other person; Interpretation

"contract for a sublease" includes a contract to create a subunder lease;

"create" with regard to tenancy includes "presumed to create".

"deed" means a writing which is signed, sealed and delivered by the parties;

"donce of a power" means a person who is given power to create tenancies;

"estate" means the sum total of interests which a person has in any land or tenement;

"infant" means a person under the age of twenty-one years;

"person" includes a body corporate or unincorporated;

"possession" includes right of possession, receipt of rents and profits, and right to receive rents and profits;

"power" includes a power of attorney;

"premium" means a sum of money, other than rent, paid by a tenant to the landlord on the creation of a tenancy;

"property" includes land and buildings and interests in them;

"property concerned" means property the subject matter of a tenancy and "property let" has the same meaning.

"rent period" means the period of time with reference to which rent is fixed or payable under a given tenancy, such as a year in a yearly tenancy, a month in a monthly tenancy;

"reversion" means the interest which remains vested in the landlord during the currency of a tenancy and includes the interest which reverts in him at the end of the tenancy;

"reversioner" means the owner of the reversion;

"right of occupancy" has the meaning assigned to it in the Land Use Act;

"State" means the Enugu State of Nigeria;

sublease" means a term created out of, and coming next in hierarchy to, a right of occupancy; also, the term so created;

"sublessee" means the holder of a sublease;

"sublessor" means the person who creates a sublease;

"subunderlease" means a term of years created out of an underlease;

"tenancy" includes a subtenancy;

"term of years" means a tenancy for any period of time short of perpetuity, not being dependent directly or indirectly on the existence of a life;

"title paramount" means a title which is superior to the titles both of a landlord and of a tenant, and against which neither is enabled to make a valid defense; it also means the owner of such titles;

"underlease" has the same meaning as sublease;

"underlessee" and "underlessor" have the same meanings as sublessee and sublessor respectively.

PART II — RELATIONSHIP OF LANDLORD AND TENANT

Application

3. (1) This Part of this Law shall apply to all tenancies, other than tenancies created under customary law, in respect of property situated in the State.

(2) For the purpose of this section, a tenancy is created under customary law where the right or other interest of the landlord in the property concerned is founded upon customary law and there is no intention, express or implied, on the part of the parties, that the tenancy shall be governed otherwise than by customary law.

(3) In deciding whether or not the parties to a tenancy intend that such tenancy shall be governed otherwise than by customary law, regard shall be had to all the circumstances of the transaction including the parties to it, the nature of the property which is the subject matter of the tenancy, the manner in which the tenancy is created, and, where it is created in writing, the form of words used.

(4) For avoidance of doubt, this Law shall apply to every tenancy by which a building or part thereof is let to any person for dwelling purposes, whether or not any part of such building is also used for other purposes than dwelling.

(5) This Law shall, subject to the Land Use Act and any other written law in force in the State, apply to the State.

(6) This Law shall, except where otherwise expressly provided, apply to tenancies created before or after the commencement of this Law.

4 (1) Subject to this Law or any other written law in force in the State, there shall exist a relationship of landlord and tenant where an interest in property is created in favor of a person

Nature of
tenancy

out of an interest vested in another person in the same property.

(2) An interest created under subsection (1) of this section is called a "tenancy"; the person out of whose interest a tenancy is created is called "landlord"; the person in whose favor the tenancy is created is called "tenant", and the duration of a tenancy is called "term".

(3) Where a tenancy is created by deed out of its right of occupancy for a determinate term with or without option for renewal, it is called a "sublease" or "demise"; the person who creates it is called a "sublessor", and the person in whose favor it is created is called a "sublessee" or "underlessee"; also, the document creating it is called a "sublease" or "underlease".

(4) Where a tenancy is created by deed out of an existing sublease and (for a determinate term with or without option for renewal, it is called a "subunderlease" or similar; the person who creates it is called the "subunderlessor", and the person in whose favor it is created is called the "subunderlessee"; and the document creating it is called a "subunderlease".

5. (1) Subject to any written law in force in the State—

(a) a tenancy may be created of any land or building thereon, and such tenancy shall carry with it a right of exclusive possession of the thing let;

(b) a tenancy may be created of an interest in land or building so that the tenant thereby acquires a right to some specified use of or benefit from or privilege incident to such land or building without acquiring a right of exclusive possession of the land or building concerned. (2) For the purposes of this section— "building" includes any structure attached to land or any part of such structure whether the division is vertical, horizontal, or in any other way; and "tenancy" includes a subtenancy; "land" means the surface of the earth and all successive strata below it but does not include minerals.

6. (1) A tenancy may be created by an act of parties or may arise by operation of law.

(2) Subject to this Law and other written laws now or hereafter in force in the State, a tenancy may be created orally or in writing under hand, or by deed.

7. The holder of a right of occupancy may, subject to this Law and any other law in force in the State, create a tenancy thereof for any term and subject to any conditions and covenants he thinks fit.

8. (1) In the absence of an agreement to the contrary, a tenant other than a tenant at will or at sufferance may, out of his tenancy and as an incident thereto, create a tenancy of lesser duration in favor of a third party. A tenancy so created is called a subtenancy.

(2) Where a tenant purports to create in favor of a third party a subtenancy which is of the same duration as the residue of his own tenancy, he shall be deemed to assign his tenancy to such third party who shall thereafter be a tenant of the assignor's landlord.

9. (1) Notwithstanding subsection 2 of the preceding section but Yearly tenants subject to any contrary agreement in between tenancy, a tenant who holds a yearly tenancy may create in the same property the subject-matter of his own tenancy—

Yearly
tenants

(a) by deed, a tenancy of one or more years certain, or

(b) by deed or otherwise, a yearly tenancy.

(2) A tenancy created under subsection (1) of this section shall be deemed to be a subtenancy and shall co-exist with the yearly tenancy of the person creating it,

10. (1) A person occupying property as a tenant at will cannot create any tenancy in subtena Tenants at will
out of such tenancy and any subtenancy purported to be created will by him shall be void as regards his landlord.

(2) Where a person occupying property as a tenant at will purports to create a subtenancy out of such tenancy and gives actual possession to the purported subtenant, he shall thereafter be estopped from denying the existence of that subtenancy which shall be deemed to exist as between him and the purported subtenant; but this shall be without prejudice to the right of the original landlord to recover the property.

11. The provisions of the preceding section shall apply mutatis mutandis to a tenant at sufferance

Tenants at
sufferance

12. (1) A beneficial owner of property or interest therein may by a power of attorney, will, or otherwise confer upon another person the right to create powers of a tenancy of such property interest in favor of another person.

Holders of
powers of
attorney

(2) A holder of a power given under the preceding subsection may, within the limits authorized and subject to the conditions or other stipulations imposed by such power, create a tenancy of property the subject matter of such power.

Provided that where a person holding a power creates a tenancy in excess of the term authorized by the power, such tenancy shall, if it would otherwise be valid, be valid for the authorized period and void as to the excess period.

(3) A holder of a power may create a tenancy for a term which is less than that authorized by the power and may create a term for the full authorized period determinable by notice or otherwise.

(4) Where under a power a tenancy is created with a covenant to renew at the end of the term so created, such covenant shall, in the absence of a contrary provision in the power itself, be enforceable as against the person creating the tenancy or the reversioner if it stipulates that renewal shall be at the best rent obtainable at the time of renewal.

13 When a power to create tenancies is given to a donee and he assigns such power in the absence of a contrary intention in the document treating it, it

(a) may be exercised by the donee as often as it shall be necessary to do so.

(b) This shall run with the property, the subject-matter of such power, and

(c) shall vest in the donee's personal representative or assignee and successively in the personal representative or assignee of the latter.

Power to create
tenancy in
possession or in
reversion

14. (1) A general power given to a donee to create tenancies without saying whether tenancies in reversion as well as those in possession may be created authorizes the donee to create tenancies in possession only.

(2) Where a donee is given power expressly to create tenancies in possession and part of the property, the subject-matter of the power is in possession while part is in reversion, the donee may immediately create a tenancy in possession both of the part in possession and of the part in reversion.

Joint Owners

15. (1) Where a property or interest therein is owned by two or more persons jointly, a tenancy of such property or interest may be created if, but only if, it is created or concurred in by all the joint owners. Provided however that where one of several joint owners is an infant or is otherwise incapable of acting for himself, his parent, guardian, or committee or, failing these, the High Court may act on his behalf in creating or concurring in the creation of a tenancy.

(2) Nothing in the foregoing subsection shall affect the provisions of any written law now or hereafter in force in the State regarding trusts for sale and powers of trustees for sale.

16. An infant cannot create a tenancy, but his parents or guardian or failing these, the High Court may do so on his behalf.

Infants

17. Where the owner of property or interest therein creates a tenancy of such property or interest in favor of one person and thereafter mortgages the same to another person then in the absence of agreement to the contrary in the mortgage instrument:

Property
owner
before
marriage

(a) such a tenancy shall be and remain valid against the mortgagee.

(b) the mortgagor shall have the right to demand and receive rents from the tenant and a receipt issued by him shall be effective discharge of the tenant's duty to pay rent in respect of the period covered by such receipt.

(c) If the mortgagee at any time during the continuance of the mortgage terminates the mortgagor's right to receive such rents by giving notice to the mortgage in the tenant and demanding the rents to be thereafter paid to him:

(d) upon giving such notice, the mortgagee becomes entitled to all subsequent rents as well as all arrears of rent due and unpaid in respect of the tenancy since the commencement of the mortgage and may recover the same from the tenant in an action for use and occupation of the property.

(e) where the tenancy commenced before the mortgagee acquired the property concerned and his acquisition of such property occurs at the same time as the execution of the mortgage deed, then the title or other interest of the mortgagor shall be deemed for all purposes to commence prior to the commencement of the mortgage term.

(f) if by the terms of the mortgage deed the mortgagor is prohibited from creating tenancies with the property concerned, any tenancy he created previously shall, at the time the mortgage is executed if the tenant has not gone into possession, become void as against the mortgagee.

18. (1) The rights of parties to a mortgage to create tenancies of the mortgaged property after the execution of such mortgage shall be governed.

(2) Where a mortgagor lawfully creates or agrees to create a tenancy of the mortgaged property after the mortgage has been executed, the person in whose favor such a tenancy is or is about to be created has a right to redeem the mortgage.

(3) Subject to any law in force in the State and in the absence of an agreement to the contrary—

(a) where a mortgagor in possession creates a tenancy of the mortgaged property after the mortgage has been executed, the tenant shall be entitled to pay rents to the mortgagor and otherwise regard him as landlord whether or not he has notice of the existing mortgage and shall also be estopped from denying the mortgagor's right to create such tenancy;

(b) where a tenancy is created as in paragraph (a) of this subsection, the mortgagee may, on the mortgage debt becoming due and unpaid, give notice of the mortgage to the tenant and demand that thereafter all rents and profits shall be paid to him or at his direction.

(c) on a mortgagee giving notice to the tenant under the preceding paragraph, and not before, he shall become for all purposes the landlord of such tenant and shall therefore be entitled to all rights and remedies and subject to all duties and liabilities of a landlord in law and equity towards such tenant;

(d) for the purpose of ascertaining the appropriate period of notice to quit when a mortgagee has become a landlord under the preceding paragraph, the tenancy concerned shall be deemed to have commenced at the same time as the tenancy granted by the mortgagor.

(e) where a mortgagor, before or after the execution of mortgage, lets a house or other premises with furniture, he shall after the mortgagee has given notice to the tenant under paragraph (b) be entitled to a reasonable rent for such furniture and may recover it by action out of any rent due to be paid by the tenant.

(f) a mortgagee shall have no right to create a tenancy of the mortgaged property unless and until he shall have foreclosed the mortgage.

19. (1) An agent may, if and to the extent he is duly authorized by his principal, make an agreement to create a tenancy or himself create a tenancy in the name and on behalf of his principal. An agreement so made or tenancy created shall bind the principal. Whether or not a person is an agent or an agent who is authorized are questions of fact to be determined by evidence having regard to all relevant circumstances.

(2) For the purposes of this section, an agent has no power to create a tenancy by deed unless he was appointed agent by deed.

(3) A principal may adopt and ratify a tenancy or an agreement to create a tenancy made by his agent without any or sufficient authority or made in the name of the agent alone.

(4) Tenancy or agreement adopted and ratified under subsection (3) shall bind both the principal and the tenant or intended tenant also. Where an agent without sufficient authority creates a

tenancy by deed, adoption and ratification may be done by the principal delivering the deed to the tenant or doing any act which is tantamount to redelivery and in other cases, adoption and ratification may be done by the principal giving a clear ratification by word or action, that he approves of the tenancy or agreement so made.

(5) The law from time to time in force in the State regarding warranties and representations by agents shall apply to transactions carried out by an agent under this section.

PART IV — WHO MAY BE GRANTED A TENANCY

20. Subject to this law and any other written law in force in the State, any person may be granted a tenancy of any property situated in the State. Any person may be a tenant

21. (1) An infant shall be incapable of holding a legal interest under a deed of sublease or subunderlease. Infants

(2) Where a deed of sublease or subunderlease is executed by a sublessor in favor of an infant for his own benefit, such instrument shall not operate to transfer any legal interest to the infant but shall operate as an agreement of valuable consideration to execute a sublease or subunderlease as the case may be in the name of one or more adults on trust for the infant, and the sublessor or subunderlessee, as the case may be, shall meanwhile hold the legal interest intended to be created in trust for the infant:

"Provided that nothing in the foregoing subsection of this section shall affect my beneficial interest in the property, the subject matter of the sublease or subunderlease intended to be thereby created.

(3) Where a sublease or subunderlease is executed in favor of an infant jointly with another person of full age, such instrument shall operate to vest any legal interest intended to be transferred therein in that other person on trust for himself and the infant, but not so as to sever the joint tenancy in any beneficial interest arising from such transaction."

(4) When a sublease or subunderlease is executed in favor of an infant jointly with another person of full age, any instrument shall be read as if the name of the infant were omitted but without prejudice to any beneficial interest in the property, the subject matter of the sublease or subunderlease intended to be thereby provided for the infant.

22. (1) Property may be let to two or more persons as joint tenants.

(2) Where one joint tenant dies, the survivor shall become entitled to the residue of such tenancy to the exclusion of the personal representatives of the deceased joint tenant.

(3) Where, under the terms of a joint tenancy, the liability of the tenants is both joint and several, the personal representatives of a deceased joint tenant shall become entitled to the residue of such tenancy to the exclusion of the personal representatives of the deceased joint tenant.

(4) Where, under the terms of a joint tenancy, the liability of the tenants is merely joint but not also several, the liability of a deceased joint tenant shall continue for the duration of such tenancy and shall pass to his personal representatives.

(5) Subject to this section, one joint tenant is entitled to contribution from the other in respect of claims or liabilities with regard to their joint tenancy.

Partnership

23. Where property is let to a partnership, all those partners who are parties to the tenancy transaction shall hold the property as joint tenants in trust for the partnership, and the beneficial interest in the property shall belong to all the partners jointly.

Lunatics

24. A person of unsound mind may be granted a tenancy, but he shall not be sued directly or indirectly upon a tenancy or agreement for a tenancy unless the same is necessary for him.

25. Any enemy alien shall not be capable of taking a tenancy.

Enemy
aliens

Provided that nothing in this section shall affect the validity of or liability for rent arising under a tenancy which was created before a tenant became an enemy alien.

PART V. — CONTRACT TO CREATE A TENANCY

26. (1) A contract to create a tenancy is a legally enforceable agreement whereby one party agrees to create a tenancy in favor of the other and that other agrees to accept such tenancy.

Definitions

(2) Where a contract is to create a sublease, it is called a contract for a sublease.

27. (1) No contract for a sublease may be enforced in any court of law unless such contract or some memorandum or note thereof is in writing and signed by the party to be charged or his agent and contains all essential particulars.

Essential
requirements

(2) A contract for a sublease shall be deemed to contain all essential particulars where such contract or a memorandum or note of it contains:

(a) the name of the sublessor or his agent;

(b) the name of the sublessee or his agent;

(c) the name or other sufficient description of the property to be sublet;

(d) the term to be created;

(e) the time when the sublease is to commence, or sufficient information from which such time can be determined; and

(f) the rent to be paid or the manner in which such rent is to be determined.

(3) A contract for a sublease or a memorandum or note of it may be contained in one document, or in any number of documents provided these have sufficient reference one to the other and, when read together, show a clear intention by the parties to make such a contract.

(4) Nothing in this section shall prevent parties to a contract for a sublease from including other lawful terms and covenants in such contract.

28. Notwithstanding the provisions of subsection (1) of the last foregoing section, where a contract for a sublease or a memorandum or note of it is in writing and is duly signed but does not contain all the essential particulars required by subsection (2) of the said section, such contract may nevertheless be enforced if by virtue of it the intended sublessee has made payment to the intended sublessor by way of rent or premium or has taken possession of all or part of the property to be sublet.

(2).This section shall apply to any contract for assignment or for renewal of a sublease or subunderlease.

29. A contract for a sublease may be wholly, but not partially, rescinded by a subsequent contract which is not in writing, and when so rescinded shall cease to be enforceable in any court of law.

30. (1) A contract for a sublease may be registered under any written law in force in the State requiring or permitting registration of instruments affecting land or prescribed by the law under which it is done.

Part
performance

Oral
recision

Registration of
contract for a
sublease

Remedies for
breach for a
contract or
sublease

31. (1) Where a party to a contract for a sublease fails to perform his obligations under it, he shall, provided he signed that contract or a memorandum or note of it, be liable to pay damages to the other party for such breach, or he may be compelled to perform such obligations.

(2) Subject to any law in force in the State regarding damages and specific performance, a party may be ordered both to perform his obligations under a contract for a sublease and to pay damages for loss caused by his delay in performing such obligations.

(3) Where a party is ordered to perform his obligations under a contract for a sublease and he fails to do so within a reasonable time, the other party may ask for and obtain an order rescinding the contract, and in such a case, the party who thus obtains rescission shall not be awarded damages as well.

(4) An intending tenant who has made an advance payment of rent or premium by virtue of a contract for a sublease shall have a right to recover such payment if the contract is broken; but this shall not affect the right of the other party to make any claim, counterclaim, or set-off to which he may be otherwise entitled.

32. (1) Where parties make a contract for a sublease, the intended landlord shall be deemed to agree to create a valid sublease, and the intended tenant shall be deemed to agree to accept such sublease.

Conditions
implies in a
contract for a
sublease

(2) A party who makes a contract to create a sublease shall be deemed to warrant that he has title to create such sublease and shall be liable for damages for breach of that warranty if in fact he does not have such title.

(3) Subject to any express agreement to the contrary, a contract for a sublease shall be deemed to contain an agreement by the intending landlord to create and by the intending tenant to accept a sublease with vacant possession of the property concerned.

Possession by
virtue of
contract for a
sublease

33. Where an intending tenant under a contract for a sublease, by virtue of such contract, goes into possession of the property concerned, the shaft of specific performance such contract would lawfully be ordered, be a tenant under the same terms as if the sublease had been duly created.

Possession
by virtue of
a void
sublease

34. A document which is duly executed as a sublease and which would be valid if made by deed but is made underhand shall nevertheless be deemed to contain a legally enforceable contract to

Contract for
sublease
implies usual
covenants

create a sublease on the terms contained in it, and specific performance of such contract may be ordered.

35. (1) Where parties make a contract for a sublease, they shall be deemed to agree, subject to express provisions to the contrary, that the sublease to be created shall contain covenants which are usual for the type of sublease contemplated and in the area where the property concerned is situated, and that such sublease shall not be subject to any existing covenants which are not usual as aforesaid.

(2) The question of what covenants are usual and whether a particular covenant is usual shall be a question of fact to be determined with regard to all the circumstances of the case, including the practice of legal practitioners and the nature of the sublease to be created, and the character of the property concerned and the place in which it is situated, the term to be created and any express provisions made in the contract for the sublease.

36.(1) Subject to this law and any express agreement to the contrary, the following covenants shall be usual covenants:

(a) A covenant by the tenant to pay rent and a proviso for re-entry for non-payment of rent;

(b) A covenant by the tenant to keep and deliver up the property in good repair, but this shall not apply to a monthly tenancy;

(c) A covenant by the tenant to pay taxes, except such as are usually payable by landlords, but this shall not apply to monthly tenancies;

(d) A covenant by the tenant to use the property only for the purpose for which the sublease is created; and

(e) A covenant by the landlord that the tenant, paying his rents and performing and observing conditions and covenants to be performed or observed by him under the sublease, shall enjoy quiet possession of the property.

(2) A tenant holding for life or lives, or for years, or from year to year, or for any other period, by deed or otherwise, shall be liable for waste unless a contrary intention shall appear from the deed or other instrument in writing which creates the tenancy.

37. A sublease shall satisfy the following requirements, otherwise it shall be void:

- (a) It shall contain the name of the sublessor who shall be a person capable of creating such sublease;
- (b) It shall contain the name of the lessee who shall be a person capable of taking such lease;
- (c) It shall contain the name of or other description sufficient to identify the property sublet, which shall be property capable of being thus sublet;
- (d) It shall contain an express intention, on the part of the sublessor to sublet, and on the part of the sublessee, to take a sublease of the property concerned;
- (e) The term granted shall be sufficiently defined to be certain or ascertainable as regards its commencement and duration.
- (f) Where any law in force in the state at the time of its creation requires that a sublease of that type shall be by deed or executed in a particular manner, it shall be by deed or executed in that particular manner, as the case may be.

(2) A sublease may be created to commence on the occurrence of a contingent event.

(3) A thing shall not be regarded as omitted or uncertain in a sublease if the sublease contains sufficient facts or materials from which it can reasonably be supplied or ascertained.

38. A tenancy for a term of three years or less at the best rent that can reasonably be obtained without taking a premium may, at the option of the parties, be created in writing or orally, whether or not it contains an agreement for renewal.

Tenancy for
three years
of less

39. A tenancy for a term of more than three years from the date of its creation shall be created by deed, and if not so created shall be void; and it is immaterial whether or not such tenancy may, under its provision, terminate within three years of its creation.

Tenancy for
more than
three years

40 (1). Where a tenancy is created, all things which are of the essence, being essential to the reasonable use and enjoyment of the property, the subject-matter of the tenancy shall be deemed to form part of such property and to be sublet with it, even if it is not actually attached to it at the time the tenancy is created.

Anything of
the essence
by property
sublet passes
with it

(2) Notwithstanding the generality of the foregoing subsection, if the property, the subject-matter of the tenancy, is a building or part of a building—

(a) All doors and windows with their respective components shall be deemed to be in their proper places and to pass with the property demised to the tenant even if, at the time the tenancy is created, they are not actually in place; and

(b) All passages, staircases, conveniences, grounds, and other things which are necessary or normally used with such property shall be deemed to form part of it and to pass with it to the tenant even if at the time the tenancy is created such things or some of them may not actually be used with it.

(3) Where two or more tenants occupy different parts of a building and it is not expressed or is otherwise not possible to determine which of the things mentioned in paragraph (b) of subsection (2) attach to what parts of the building, the various tenants shall have equal right to the use and enjoyment of such things.

41 (1). Where a sublease is created by deed, it shall be executed, sealed, and delivered by the respective parties to it:

Provided that where a party is illiterate or otherwise cannot sign his name, such party may execute by placing his mark or thumb impression on the sublease.

Provided also that a corporation shall be deemed to execute a sublease if its common seal is affixed thereto in the presence of, and is attested by, an officer having authority to do so.

(2) A sublease created by vice may be executed, sealed, and delivered on behalf of a party by an agent appointed by deed to do so provided there is a clear indication on the instrument that the agent is acting on behalf of a named principal.

(3) Subject to this Law and to any law in force in the State regarding part performance, no person shall be liable under a sublease unless it is signed by him or on his behalf by a duly appointed agent.

PART VI. — VOID AND VOIDABLE TENANCIES

42. (1) An agreement to create a tenancy shall be void if the tenant—

Execution
of sublease

Tenancy
agreement
obtained by
fraud

(a) procures it by fraud, or

(b) intends to use the property concerned for a purpose which is unlawful or against public policy.

(2) Where a party makes an agreement for a tenancy with another by representing that the property concerned will be used for a lawful purpose and eventually uses it for a purpose which is unlawful or against public policy, he shall be deemed to procure agreement by fraud, and the other party shall be entitled to have the tenancy set aside.

(3) The provisions of this section shall apply to any agreement to assign a sublease.

43. (1) Where property, the subject matter of a tenancy, is, to the knowledge of the parties to such tenancy, to be used for a purpose that is illegal or against public policy, such tenancy, whether it is created orally or in writing, shall be void.

Tenancy for
unlawful
purpose

(2) Where property is let to a tenant who, unknown to the landlord, intends to use it for a purpose that is unlawful or against public policy, the tenancy so created is void from the outset if he intends to use the property concerned for such purpose.

(3) Where property is let for a lawful purpose but is subsequently put to a use that is unlawful or against public policy, the tenancy so created, whether it is oral or in writing, shall be void from the moment the property is put into such other use but without prejudice to any rights of action existing against the tenant at the time the contract was valid.

(4) The provisions of this section shall apply to any assignment of a tenancy:

Provided that in the case of subsection (3), the right to recover possession of the property concerned shall vest in the landlord, that is the party who let the property to the assignor, and not in the assignor himself.

44. Money or other payments made in connection with a tenancy which is void under the two foregoing sections shall not be recoverable in any court of law.

Money paid
under void
tenancy

45. Where property is let for a purpose which may be carried out in either a legal or illegal manner, the landlord shall be entitled, in the absence of any information to the contrary, to assume that the purpose shall be carried out in a legal manner and the tenancy shall be valid.

Purpose may be
carried out in
legal manner

Provided that if the purpose of the tenancy is in fact carried out in an illegal manner and the landlord knows or ought reasonably to know that it is being so carried out, the provisions of the last three foregoing sections shall apply.

Mistake as in
tenants identity

46. Where a tenancy is created but the landlord is mistaken as to the identity of the tenant and the circumstances are such that the person of such tenant is an important factor, such tenancy shall be voidable at the instance of the landlord.

Sublease may
be void if
altered

47. Where a tenancy is in writing, whether or not under seal, any alteration of it in a material particular after it has been executed shall make it void if such alteration is not agreed upon by the parties to the tenancy or their authorized agents.

Rectification
for fraud etc

48. (1) Where the terms of the tenancy as written down and executed or signed materially differ from the terms which the parties intended, and such difference is due to a mistake of fact by both parties to the tenancy, the tenancy may be altered so as to give effect to the true intention of the parties and oral evidence of such intention shall be admissible.

(2) A clerical error occurring in a written tenancy agreement may be corrected, and effect given to the true intentions of the parties.

Rescission for
fraud

49. A tenancy which is procured by fraud or by concealment or misrepresentation (not being innocent misrepresentation of a material fact by one of the parties) may, subject to any law now or hereafter in force in the State, be set aside at the instance of the other party.

Rescission for
innocent mis-
interpretation

50. (1) Where a party to an agreement for a sublease is induced to make such agreement by a misrepresentation made innocently by the other party, the party so induced may rescind such agreement.

(2) A sublease shall not, after execution, be rescinded merely on the ground that it is induced by innocent misrepresentation.

Rescission for
mistake

51. A tenancy may be set aside if both parties to it are induced to create it by a mistake as to a fact, but this section shall apply where the mistake in question is one as to law.

PART VI.—TYPES OF TENANCY

Tenancy for a
term of years

52 (1). If a tenancy for a term of years may be created for any period of time short of perpetuity.

(2) No tenancy for a term of years shall be valid unless it is certain, that is unless it has a definite beginning and ending.

(3) A tenancy for a term of years may be created to take effect immediately, from a past or future date, or on the occurrence of a future event.

(4) No tenancy which is created to take effect at a future date or on the occurrence of a future event shall be valid unless created by deed.

(5) A tenancy for a term of years may be created to exist concurrently with an existing tenancy of the same property, in which case it shall operate as an assignment of the reversion during such time as the two tenancies run concurrently.

Tenancy from
year to year

53. (1) A tenancy from year to year is a tenancy created for a term of one year with an agreement, expressed or implied, that unless it is determined by notice at the end of that year, it will continue for another year, and so on if not determined by notice.

(2) A tenancy from year to year may be created by express grant or may arise by implication or by operation of law.

(3) Subject to an express agreement to the contrary, a tenancy from year to year may commence on any day of the year, whether or not such a day corresponds to the beginning of any of the usual four quarters of the year.

(4) A tenancy from year to year shall not be terminated by the death of either the landlord or the tenant.

54. (1) Subject to this Law or any other law now or hereafter in force in the State, and in the absence of any agreement to the contrary—

Yearly tenancy
by operation of
law

(a) where a tenancy is created in writing and the term for which it is to run is not expressed but the rent payable is expressed as an annual rent, such tenancy shall be deemed to be a tenancy from year to year, and it shall be immaterial whether the rent is also expressed to be payable monthly or at any other intervals;

(b) where a tenancy is created orally and the term for which it is to run is not stated but the rent payable is stated as annual rent or is actually paid as annual rent, such tenancy shall be deemed to be a yearly tenancy;

(c) where a tenant for a term of one year or more holds over and pays rent at the rate reserved under the expired tenancy, he shall be deemed to be a tenant from year to year on the same terms as are applicable to and are not inconsistent with a tenancy from year to year;

(d) where a person is let into possession of a property under an agreement for a sublease agreed to be created, reserving an annual rent, and that person pays any part of it, a tenancy from year to year shall be deemed to be created between the parties, and such tenancy shall be on the terms of the intended lease so far as such terms are applicable to and not inconsistent with a tenancy from year to year.

(2) The provisions of the last foregoing subsection shall apply where a person is let into possession of a void sublease and pays year for a year at a time.

(3) Where a tenant at will or a tenant at sufferance pays rent for a year at a time, he shall be deemed to be a tenant from year to year at that rent, and this provision shall also apply where such a tenant expressly agrees with the landlord to pay rent expressed as an annual rent, whether or not such rent is also expressed to be payable by monthly or other periodic installments.

55. (1) Subject to this Law or any other law for the time being in force in the State, where a tenancy of a building or part of a building is created and the terms for which it is to run are not stated but the rent to be paid is stated as a quarterly, monthly, or weekly rent or is actually paid as a quarterly, monthly, or weekly tenancy, the tenancy so created shall be deemed to be a quarterly, monthly, or weekly tenancy, as the case may be.

Provided that nothing in this subsection shall prevent a party from showing that there was no intention to create any tenancy at all, but to provide a license or lodging accommodation.

56. A tenant at will is a person who is in lawful possession of another person's property and whose possession of such property is terminable at the pleasure of either party. The interest which such a possessor has in that property is called tenancy at will.

Tenancy at will
defined

How
tenancy at
will arises

Tenancy for
less than a
year

57. A tenancy at will may be created by the express agreement or stipulation of the parties to it or may arise by operation of law.

58. A tenancy at will shall be deemed to be created where the owner of the property gives possession of it to another person and such possession is expressed to be determinable at the pleasure of either or both of the parties whether or not any rent agreed to be payable

Express
creation of
tenancy at will

59. A tenancy at will shall, subject to this law and any other law now or hereafter in force in the state and in the absence of circumstances which clearly negate an intention to create a tenancy, arise by operation of law in any of the following circumstances:

Tenancy at
will by
operation of
law

(a) Where one person is in possession of the property of another person with their consent but there are no agreed terms or conditions under which such possession is limited.

(b) Where one person lets property to another and no certain or determinate interest is expressly limited: Provided that the foregoing paragraphs shall not apply where possession of property is given by way of lodging or hotel accommodation only.

(c) Where a person lets a building or flat to another person and reserves the right to use a specific room in such building or flat when they please, in which case, the person to whom the building or flat is so let shall be a tenant at will in respect of the room with regard to which such reservation is made.

(d) Where a person is in possession of a right of occupancy by virtue of a transaction which is not in writing, or being in writing is not under seal, they shall be a tenant at will with regard to such right.

(e) Where a person is in possession of property by virtue of an agreement or a sublease, they shall, until they have made their first payment of rent under the agreement, be a tenant at will of such property.

(f) Where a tenant for any term continues in possession with the consent of the landlord after the expiration of their term without payment of any rent, they shall be a tenant at will of the property concerned, holding under such terms of the expired tenancy that are not inconsistent with a tenancy at will.

(g) Where a person is given possession of property pending a treaty to purchase it, they shall be a tenant at will of such property.

(h) Where one person holds property as a tenant from year to year and another person holds the same property or part of it as their subtenant, then if the yearly tenancy is merged with the right of occupancy of such property, the subtenant shall become a tenant at will in respect of the property or that part of it in respect of which they were a subtenant.

(i) Where a person takes possession of property by virtue of a valid sublease, he shall, until he pays rent, be a tenant at will under the terms of the expired sublease in all respects except the duration of the tenancy;

(j) Where an official of a body which is in possession of property by virtue of his being such official and is later removed from or otherwise ceases to hold such office he shall become a tenant at will of that property.

60. Nothing in the foregoing section shall be construed to give rise to a tenancy at will unless the landlord consented or can reasonably be presumed to have consented to the tenant occupying the property concerned as a tenant.

61. A tenancy at will shall terminate in any of the following circumstances—

(a) where the landlord or the tenant dies;

Provided that where a tenancy at will is created by joint owners or in favor of joint tenants, the death of any of the joint owners or of the joint tenants shall not affect the tenancy as long as there are survivors on both sides;

(b) on demand for possession made by the landlord;

(c) on notice of intention to quit given by the tenant;

(d) by any act of ownership or possession exercised by the landlord which is inconsistent with the tenant's continued possession of the property concerned;

(e) by alienation by the landlord or the execution or sale of the property itself, by mortgage or otherwise, with notice thereof to the tenant;

Consent of
landlord
essential

Determinatio
n of tenancy
at will

(f) by the termination or attempting to transfer his interest in the property concerned to another person, or otherwise doing an act inconsistent with a tenancy at will.

Provided that the landlord shall not be prejudicially affected by any alienation or attempted alienation unless he is given notice of it:

(g) by the tenant committing waste with the property concerned;

(h) by the tenant going out of possession, with or without notice to the landlord;

(i) by the landlord creating a tenancy of the property concerned in favor of another person.

62(1). The landlord may demand possession of property held by a tenant at will at any time he pleases, and such demand may be oral or in writing, and may be given through a third party, provided the tenant has notice of it.

Demand by
landlord

(2) Where the landlord stipulates in his demand the time when a tenancy at will is to cease, such tenancy shall cease at the time stipulated, but where no time is stipulated, such tenancy shall terminate on demand.

(3) A tenant at will shall not be entitled to a reasonable period of notice to quit, nor shall he be obliged to give a reasonable period of notice of his intention to quit.

63. Where a tenant at will has crops on land the subject-matter of the tenancy or on land used in connection with such crops, he shall be entitled to a reasonable time after the determination of his tenancy within which he may enter and reap his crops.

Right of
parties at end
of tenancy
will

(2) Where a tenancy at will is determined by the landlord, the tenant shall be entitled to a reasonable time within which he may enter and remove his property.

(3) Where a tenant at will pays rent monthly, quarterly, half-yearly, or yearly and terminates the tenancy after a new month, quarter, half-year, or year has commenced, he shall nevertheless be liable to pay rent for such month, quarter, half-year or year.

Provided that nothing in this subsection shall be construed to make a tenancy at will liable to pay any rent when the tenancy is determined by the landlord.

64 (1) A tenant at sufferance is a person who entered into possession of property by virtue of a lawful title and wrongfully continues in possession without the assent or dissent of the person

Tenancy on
sufferance
defined

Position of
tenant on
sufferance

next entitled to such property or reversion, as the case may be, and the interest which such a possessor has in that property is called tenancy at sufferance.

65. A tenant at sufferance shall be liable for ejectment at the suit of the landlord, whether or not the landlord has made any demand for possession;

Provided that nothing in this subsection shall be construed to prevent such a tenant from maintaining an action for assault and battery if he is forcibly ejected.

PART VIII — RENT: PAYMENT FOR USE AND OCCUPATION

Rent defined

66. Rent is a certain profit issuing at regular periods and paid for the use or occupation of property in money or money's worth reserved or issuing out of or charged upon property but does not include mortgage interest.

Premium

67. (1) A premium is a sum paid by a tenant to a landlord for the granting or renewal of a sublease and independently of any rent payable, such payment being made as one lump sum or by installments, and a fine has the same meaning.

(2) Where a premium is payable by installments, the obligation to complete payment of it is not affected by the determination of the tenancy itself while the installments are still running.

Rent payable
as due

68. Subject to any written law now or hereafter in force in the State, rent shall be recoverable by court action as soon as it becomes due according to the terms of the tenancy.

Reservation
on rent

69. (1) Rent may be reserved as part of a transaction creating a tenancy, but no rent shall be validly reserved unless it is certain, or ascertainable, as to its amount and the time when it is payable.

(2) Rent may be reserved so as to commence at any time before or after the tenant goes or is due to go into possession.

70. Where several properties, whether situated in the state or in different places, are let at a single rent but any of such properties cannot lawfully be let by the person who purports to let it, the whole tenancy shall be void:

Whole tenancy
void if any part
unlawful

Provided that this section shall not apply where separate rents are also stated as an aggregate rent payable.

Commencem
ent of rent

71. Where rent is stated to be payable per year, per month, or at any other periodic intervals but no date is given as the date when such rent is to commence running, the rent shall commence to run from the day on which the tenancy is created, or where the tenancy is expressed to commence on a day other than the day on which it is created, on the day the tenancy is expressed to commence.

Net rent

72. Where net rent is reserved, the sum payable shall be such as is left to the landlord after all dues regarding the property concerned have been paid.

73. Rent shall be reserved to the owner of property, the subject-matter of a tenancy, and a tenancy shall be void if the rent therein reserved is in favor of anyone else:

Rent must be reserved to landlord

Provided that a periodic payment may validly be reserved in a tenancy in favor of a person other than the landlord if it is clear that such reservation is not by way of rent.

(2) Where rent is reserved but the person in whose favor it is reserved is not expressed, it shall be deemed to be reserved in favor of the owner of the property, the subject-matter of the tenancy.

74. Rent payable to a landlord shall be deemed to be payable to him and, after his death, to the owner of the reversion on the property concerned, and rent payable as a return shall be deemed to be payable by him and, after his death, by the person in title to such tenancy, and therefore in the absence of an express agreement to the contrary, any rent reserved or otherwise payable shall continue to be due and payable as long as the tenancy subsists, even after the death of the landlord or the tenant or both notwithstanding.

Rent etc, to run despite death of landlord or tenant

(2) Where performance of any covenants or conditions in a tenancy agreement is secured with a bond or penalty, with or without sureties, such security shall attach

(a) to the reversion as an incident to it and may be enforced by the reversioner or assignee of the reversion and

(b) to the tenancy, may be enforced against the assignee or successor in title of that tenant to such tenancy.

75. Power given to any person to create a tenancy at any rent he thinks proper shall be deemed to include power to create such tenancy without charging any rent at all.

Power to grant tenancy at any rent

76 (1). parties in a tenancy may agree on a sum that shall be paid by the tenant as increased or additional rent for breach of any particular covenant or condition of the tenancy. A sum so fixed is called liquidated damages, and payment of it may be enforced by the landlord when the breach provided for occurs, provided it is a reasonable re-estimate of damage expected to arise from such breach.

(2) Nothing in the foregoing subsection shall apply to any sum stipulated in a tenancy where that sum, by whatever name called, is in the nature of a penalty for breach of a covenant or condition. A sum shall be construed as a penalty where it is disproportionately large having regard to the greatest loss that could in the normal course of events flow directly from a breach of the covenant concerned, or where a large sum is made payable for non-payment of a small rent or other dues.

77 (1). Rent becomes due in the morning of the day appointed by the parties to a tenancy for payment thereof; if no specific day is appointed, rent payable annually becomes due on the last day of the year in respect of which it is payable; rent payable monthly becomes due on the last day of the month, and so on. (2) Rent is in arrear immediately after midnight of the day on which it is due under the foregoing subsection.

78. Rent may be demanded or recovered at any time after it is in arrear, but not until then, and subject to any written law now or hereafter in force in the State regarding payment of rent due in the State or the Federal Government, no steps or proceedings in court or otherwise may be taken to enforce payment of rent until it is in arrear and a demand has thereafter been made for payment.

79. (1) A tenant may, if he so desires, and shall if he is so required under the terms of the tenancy, pay rent at any time before the day when it is due in accordance with this Law, and such payment shall, when received by the landlord or his agent, be effective satisfaction of the tenant's obligation to pay on the due date.

(2) Where the landlord terminates the tenancy, or the tenant is forced by an act or default of the landlord to give up possession before the expiration of the period for which rent has thus been paid, the landlord shall refund to the tenant such part of the rent as represents the unexpired period.

liquidated
damages

When rent
becomes due

When rent may
be demanded or
recovered

Payment in
advance

(3) Where a tenant has notice that the property concerned has been sold or otherwise transferred to a third party, any payment, excepting arrears of rent, which he thereafter makes to the landlord or his agent in respect of such property without the express consent of that third party, shall not be considered payment of rent.

80. (1) Rent shall be payable to the landlord or his agent; provided that a person who usually collects rent for a landlord shall be presumed to be his agent unless the tenant has notice to the contrary.

Persons to
whom rent is
payable

(2) Where the landlord sells or otherwise transfers his reversion to a third party, such third party shall, in the absence of an express agreement to the contrary, become entitled to rent payable under the tenancy, and the tenant, as soon as he has notice of the sale or transfer, is under an obligation to pay all subsequent rents to that third party as the landlord.

(3) Payment to a person other than the landlord (which expression includes a person to whom the reversion has been transferred) shall not be considered payment of rent and shall not prevent the landlord from claiming rent from the tenant unless such payment is made with the express consent, direction, or authority of the landlord.

Provided that payment to an agent of the landlord shall be deemed payment to the landlord.

81.(1) Payment of rent is an acknowledgment of tenancy, so that

(a) a person who pays rent to another person as his landlord shall not thereafter be heard to deny such other person's title to the reversion or to the rent, and

(b) a person who accepts rent from another as a tenant shall not thereafter deny that other person his right as a tenant.

(2) Nothing in the foregoing subsection shall preclude a tenant who pays rent by mistake, fraud, or misrepresentation to a person who is not entitled to it from denying that other person's title to the reversion or showing that he is not entitled to the rent.

(3) Rent paid by mistake, fraud, or misrepresentation to a person not entitled to it shall be recoverable from such person.

Effect payment of
rent

Payment by
assignee

82. Where a tenancy has been lawfully assigned, payment of rent by the assignee shall prima facie be a discharge for the tenant-assignor.

No person may pay rent on behalf of a tenant, and such payment shall prima facie be a discharge for the tenant.

Payment by a
third party

83. Where a landlord or his agent, by reason of a mistake of law

(a) allows a deduction to be made by the tenant from rent ; or

(b) refunds rent to the tenant in part or in full, the amount so deducted or refunded shall not thereafter be recovered from the tenant.

Agreement to
reduce rent

85. A landlord who, whether for consideration or not, agrees to accept and, on the basis of such agreement, does accept rent at a reduced rate than hitherto shall be estopped from going back on such agreement.

Rent to be
paid lawful
currency

86. In the absence of an express agreement to the contrary, rent shall be paid in lawful currency, and payment made by cheque or bill shall be deemed to be so made when the bill or cheque is duly honored by the bank on which it is drawn.

Payment to
landlord in
person

87. Rent shall be paid to the landlord or his agent in person, or as otherwise directed by the landlord or his agent, as directed by the landlord.

88. (1) Where a ground rent payable by a mesne landlord to a ground landlord is demanded by the ground landlord from and paid by a tenant of the mesne landlord, the amount of such payment may be deducted by the tenant from any rent payable by him to the mesne landlord.

Payment of
ground rent by
tenant

(2) Where a tenant is induced by threat of legal proceedings or ejectment to pay property tax or any other money due on the property concerned and payable by his landlord, he shall be entitled to deduct the amount of such payment from any rent payable by him to such landlord, any stipulations in the tenancy to the contrary notwithstanding.

When rent is
apportioned

89. (1) Where property which is let at an entire rent is subsequently divided among two or more persons, any rent payable for that letting shall be apportioned among such persons in proportion to their respective interests.

(2) Where a tenant transfers part of his interest to a third party, a portion of the rent payable by that tenant prior to the transfer becomes payable by the third party, such portion being proportionate to the interest transferred to him.

Provided that nothing in this subsection shall be construed as relieving the tenant of his obligation to pay the entire rent payable under the original tenancy, and so the landlord may proceed to recover from the tenant the entire rent or from both the tenant and the third party the respective portions due from them.

Eviction of
tenants and
apportionment

90. (1) Where a tenant is evicted by title paramount from part of the property let to him, rent payable by him thereafter for the part he retains shall be such portion of the original rent as is proportionate to the part he retains.

(2) Where a tenant is unable, despite diligent efforts, to obtain possession of part of the property let to him by reason that it is held by a person claiming adversely to the landlord, no rent shall be payable by the tenant under any agreement he may have entered into to pay rent.

(3) Where a tenant is, through no fault of his own, evicted from part of the property let to him, he shall not thereafter be under obligation to pay any rent in respect of such tenancy unless he is restored to full possession.

(4) Where a land or building or part thereof is let with movable property to a tenant at an entire rent, and the tenant is evicted from such land or building, he shall not be liable thereafter to make any payment in respect of the movable property.

Apportionment
of rent in
respect of time

91. (1) All rents, whether payable under an agreement made in writing or otherwise, may in appropriate cases be considered as accruing from day to day, and may be appropriate in respect of time accordingly.

(2) Notwithstanding the generality of the foregoing subsection—

(a) where a change in the ownership of the reversion or in the person entitled to rent period to the day the said change occurs at any time before the completion of a current rent period, rent shall accrue and be considered as accruing from day to day from the commencement of that uncompleted rent period to the day the said change occurs, and the rent that thus accrues shall, in the absence of any agreement to the contrary, be apportionable as between the person entitled to

rent before and after such change. Provided that rent which thus accrues shall not become payable until the rent period is completed.

(b) where a tenancy is determined at any time before the completion of a current rent period, rent due shall be considered as accruing from day to day from the commencement of that uncompleted rent period to the day the tenancy is determined and shall, in the absence of any agreement to the contrary, be payable; Provided that rent which thus accrues shall not become payable until the tenancy terminates.

(c) where a tenancy is lawfully determined and the tenant thereafter retains possession of the property let, mesne profits which shall be at the same rate as the rent under the tenancy, rent shall accrue and shall be regarded as accruing and payable from day to day and may, at the option of the landlord, be claimed from the day the tenancy was determined or the day when court proceedings to recover them are commenced:

(d) where rent is made to vary with the amount of benefit or profit which the tenant obtains from the property let such rent shall be regarded as accruing from day to day and may be apportioned accordingly.

(3) Nothing in this section shall be construed as supplying in any rent which has already accrued whether such rent is payable in advance or otherwise.

92 A person entitled to any part of an apportionable rent shall have the same remedies for recovering that part as he would if he were entitled to the whole rent and such part shall be liable to proportionate deductions, counterclaims or set-off where the whole rent would be so liable:

Enforcement
of
apportioned
rent

Provided that no steps by court proceedings or otherwise to recover any part of an apportionable rent shall be taken until such part has become payable under the last foregoing section,

93. (1) A sublease shall create privity of contract and privity of estate between the sublessor and the sublessee.

Liability of
tenant for rent
after assignment
of tenancy.

(2) Where a sublessee law fully assigns the sublease to a third party, privity of estate shall cease to exist between him and the sublessor, and shall arise between the third party and the sublessor.

(3) Assignment by a lessee to a third party shall not affect the existence of a privity of contract between such sublessee and the sublessor and accordingly, the sublessee shall continue to be

liable to pay rent under the sublease notwithstanding that the sublease has been assigned and the privity of estate no longer exists between the sublessee and the sublessor.

(4) Where a sublease is assigned by the sublessee the sublessor shall have a right to recover the rent payable under that sublease from either the sublessee or the assignee, or partly from the sublessee and partly from the assignee notwithstanding the assignment:

Provided that nothing in this subsection shall be construed as enabling the sublessor to recover more than the full value of such rent.

94 Subject to any agreement to the contrary, where any tenant quits possession of the property concerned without due notice agreed or as by law required, he shall be liable for rent as follows—

Liability of
tenant for rent
after quieting
possession

(a) one rent period thereafter;

(b) if he quits before the end of a rent period, he shall nevertheless pay rent for the whole of that rent period thereafter.

(c) if before the expiration of the current rent period or of the next succeeding rent period, as the case may be, the landlord accepts surrender of such tenancy (other than accrued rent) or actually lets the property to another tenant or occupies it himself, the liability of the tenant to pay rent under this subsection shall cease with effect from the day on which the landlord accepts surrender from the tenancy or lets the property to another tenant or occupies it himself, as the case may be, but without prejudice to accrued rents:

(d) where he has given notice of his intention to quit premises held by him and shall not deliver up possession thereof at the time stated in such notice, the tenant, his executors or administrators shall thereafter pay to the landlord rent for the rent of the period of notice plus rent for the period held over plus any other damage occasioned by the holding over.

Liability after
destruction of
property

95 (1) In the absence of an agreement to the contrary, where a sublease is executed for term certain, with or without option for renewal the liability of the sublessee to pay rent under that sublease shall not be affected by the destruction of or damage to the property concerned by fire or otherwise

(2) In the absence of an agreement to the contrary where a sublessee for a term holds over after the term granted has expired, he shall be liable, notwithstanding any damage to or destruction of the property concerned to pay rent as follows-

(a) as a tenant from year to year, if he has paid any rent on a yearly basis after the expiration of the term granted;

(b) as a monthly or other periodic tenant, if he has paid rent on a monthly or other periodic basis after the expiration of the term granted

(3) Nothing in this section shall be construed to apply to a tenant other than a tenant under a sublease for a term certain or a tenant holding over on the expiration of a sublease for a term certain

96 (1) Where a landlord or any one claiming through him enters into possession of any part of the property concerned and such entry is not by virtue of a power of re-entry contained in a breach of covenant, liability of the tenant to pay rent shall be suspended forthwith and shall not re-commence unless and until the tenant is restored in full possession of the property concerned.

Rent
suspended
when tenant
evicted

(2) Notwithstanding any thing to the contrary contained in any sublease or tenancy agreement. a right of re-entry shall not include a right to physical entry without an order of court

(3) Where a tenant is evicted by title paramount his liability to pay rent shall be suspended forthwith and shall not re-commence unless and until he is restored to full possession of the property concerned.

(4) Nothing in this section shall apply where a tenant is evicted or possession of the property concerned is taken in part or in whole by any person claiming through the landlord or a title paramount.

(5) Nothing in this section shall apply to allow a landlord to exercise any power of distress for rent except the execution of the judgment of a court and in accordance with the Sheriffs and Civil Process Law.

No rent where
tenancy is for
illegal
purpose

97 No rent shall be payable for a tenancy where the landlord knows or ought reasonably to know that the property concerned is to be used or is being used for an illegal purpose or for a purpose which is contrary to morality of public policy.

98. A person may take an immediate or other interest in land or other property or the benefit of any condition, right of entry, covenant or agreement over or respecting land or other property although he may not be named as a party to the transfer or other instrument. and such person may in appropriate case be a party to an action for rent.

Who may be parties

99 (1) An action for rent, including an action for breach of a covenant to pay rent, may be maintained by or against the parties to a tenancy or their personal representatives.

Action by or against representative or assignee

(2) An action for rent may be maintained against an assignee of a tenancy or against the assignor himself and rent may be recovered in full from the assignor:

Provided that more than the full value of the rent payable in respect of any rent period may be recovered for that period

100.(1) Where rent is payable by two or more jointly any action to recover such rent may be brought against all or any of such persons

(2) Where rent is payable by two or more persons severally. action to recover such rent may be brought against all or any of them:

(3) Where rent payable by two or more persons jointly and severally action to recover such rent may be brought against all or any of them

(4) Where Judgment for rent is obtained against two or more persons jointly and jointly and severally execution may be levied against any or all of them;

Provided that where execution is levied against one or some of such persons he or they shall be entitled to contribution from the others.

(5) The provisions of the foregoing subsection shall apply modals mutandis to the personal representatives of persons entitled to or liable for rent.

(6) Nothing in this section shall be construed as enabling a person to recover in respect of any rent period more than the full value of rent payable for that period.

101 (1) the personal representatives of the landlord or other person entitled to rent may recover by action any rent due before or after the death of such landlord or person entitled

Personal representative of landlord and tenant

(2) The personal representative of a tenant may. to the extent of the assets of the estate be liable for any rent due before or after the death of the tenant.

Joint and several liability for rent

(3) On the death of a joint tenant the whole tenancy shall vest in the survivor who shall thereafter become liable for rent to the exclusion of the estate of the deceased joint tenant.

Tenant's
defences

102. (1) Tenant shall be entitled to all defences in an action for rent which would be open to him in an action under an ordinary contract

(2) Without prejudice to the generality of the foregoing subsection, the following defences shall be open to a tenant in an action for rent—

(a) That the landlord's title to the property or the rent has ceased since the creation of the tenancy

(b) that the tenant has been evicted by the landlord or a person claiming under him from the property or part of it;

Provided that this defence shall not avail a tenant in an action for arrears of rent:

(c) that the landlord or a person claiming under him has taken possession of any part of the property concerned with intent to exclude the tenant from such part;

(d) that the tenant has been evicted by a title paramount or has lawfully been evicted by a stranger;

(e) that the tenant has paid or tendered the rent due before action is brought:

(f) that the claim for rent has been barred under this Law or any written Law in force in the state.

(g) that the tenancy is illegal being contrary to a written Law in force in the State or to public policy or morality; or

(h) that the tenancy is otherwise void.

(3) For the purpose of subsection (2)(e)—

(a) no payment or tender shall be a defence unless it is made in legal currency and brought to the notice of the landlord or his agent,

(b) payment into the landlord's bank account with notice to the landlord shall be sufficient tender;

(4) A tenant against whom an action is brought for rent' may make a counter-claim or set- off against such claim

Use or
occupation
implies
promise to
pay

103.(1) Subject to this Law and any other written Law in force in the State and in the absence of an express subsisting tenancy, where one person uses or occupies property of another person by his permission or sufferance.

there shall be implied a promise by the user or occupier to make a reasonable payment for such use or occupation;

Provided that no such promise shall be implied where the circumstances clearly negate it.

104. (1) Notwithstanding the generality of the foregoing section, the following persons shall be liable to pay for use and occupation of property—

(a) any person who actually uses or occupies property of another person by his permission or sufferance

(b) any person who enters and takes possession of a property as a tenant of any type and subsequently transfers possession or use of such property to another person and ceases to be in actual use or possession;

Provided that in such a case his liability shall continue only for so long as the transferee continues such possession or use;

(c) a tenant who, with intent to continue as a tenant, retains possession of the property concerned after his tenancy has expired or been duly terminated;

(d) a tenant whose subtenant continues in possession of the property concerned after his tenancy has expired or been duly terminated even if such subtenant retains possession against his will:

(e) a tenant who is substituted for another tenant with the mutual consent of all parties.

(f) a person who is in possession of a property —

(i) under an agreement for a lease which was never granted, or

(ii) pending an agreement for occupation which was never effected;

(g) a person let into possession of a property which he intends to purchase but who remains in possession after he has become aware that the proposed sale to him will not take place;

Provided that such a person shall not be liable for use and occupation in respect of the period during which he was unaware that the proposed sale will not take place;

Who is liable
for payment for
use and
occupation.

(h) the personal representative of a person liable to pay for use and occupation under this section.

105. (1) The person entitled to payment for use or occupation of a property is the owner thereof who for this purpose shall be the person who, immediately before the person using or occupying the property went into possession, had the right of possession over property.

Who is entitled
to pay for use
and occupation

(2) Where two or more persons are jointly entitled to payment for use and occupation under the foregoing subsection and one of them dies, the survivor shall be entitled to such payment in respect of use and occupation occurring both before and after the death of the deceased joint owner.

(3) Notwithstanding the provisions of subsection (1) of this section, where a tenant sublets his whole term to a third party at a rent he shall nevertheless be entitled to payment for use and occupation of the property concerned by such third party and in such a case the quantum of payment recoverable shall be the rent agreed upon between the tenant and the third party.

(4) The personal representative of a person entitled to payment for use and occupation of property under this section shall have a right to such payment.

106. (1) Where the owner of a property used or occupied by another person is entitled to pay for such use or occupation, then in the absence of an agreed rent the owner shall be entitled to an amount equal to what he would obtain as rent for the same property over the same period of time or, where it is not possible to assess such rent a reasonable amount, as compensation for his loss of use and occupation.

Amount
payable for use
and occupation

(2) Where rent has been agreed upon by the parties, such rent shall be the proper measure of payment due for use and occupation notwithstanding that such rent relates to a void tenancy or is contained in a void agreement for a lease.

Actions for use
and occupation

107. Where an implied promise to pay for use and occupation of property arises; under this Law it shall be enforceable by action to be known as action for use and occupation.

PART IX. —RENT CONTROL

108. In this Part of this Law—

Interpretation

“accommodation” means a building—

(a) approved as a residence by a town planning authority regardless of use or

(b) used as a residence:

together with appurtenances therefore whether or not the tenant is required to share the use of kitchen and toilet facilities and whether or not any part of the residence is also occupied or used as store, shop or office;

“agent” means any person usually employed by the landlord in the letting of the premises or in the collection of rents thereof or specially authorized in writing under the Law of rent thereof or specially authorized in written under land of the landlord to act in a particular manner in respect of the premises "building" includes part of a building.

“bungalow” means a small budding of one-story having habitable rooms and a kitchen (with or without a pantry) and sanitary conveniences, which is let or intended to be let as a separate dwelling although court yards may be shared with occupants of other buildings in the neighbourhood:

“business premises” means premises (including a room or rooms in any house or building) used exclusively for carrying on any business including any trade, industry, profession or any other occupation carried on for profit.

“Chief Judge” means the Chief Judge of Enugu State:

“Commissioner” means the Commissioner responsible for housing in the State.

“flat” means a set of habitable rooms in a building having a kitchen (with or without a pantry) and sanitary convenience appurtenant thereto which is let or intended to be let as a separate dwelling although passages, stairways and courtyards may be shared with occupants of other rooms or buildings in the neighbourhood:

“function” includes duties and powers:

“G.R A”. Means Government Reservation Area.

“high density area” means any area not being a low density area;

“landlord” includes, in relation to premises, the person entitled to the immediate reversion of the premises or if the premises are held in joint tenancy or tenancy in common, any of the persons entitled to the immediate reversion, attorney or agent of such landlord or the Commissioner or any other authority appointed to act on behalf of the Commissioner in respect of buildings or premises vested in the State.

“low density area” means any layout or other area declared by or under this Law to be a low density area:

“Governor ” means the Governor Enugu State of Nigeria;

“premises” includes__

(a) a house or building or any part thereof together with its grounds or other appurtenances; and

(b) land without any building thereon;

“rent” includes any sum paid as rent or hire for the use of any premises;

“standard rent” means rent prescribed in the Schedule to this Law in respect of any accommodation or class of accommodation, and also rent determined or fixed by a tribunal (or confirmed or fixed by a court on appeal from a tribunal) in consequence of an application by a landlord or tenant under this provisions of this Law;

“standard sitting room” means a room constructed or used as a sitting room in a flat or bungalow and having a floor area of at least 16.70 square meters,

“standard bedroom” means a bedroom having a floor area of at least 11.15 square meters;

“State” means Enugu State of Nigeria;

“town planning authority ” means a town planning authority appointed under the Town and Country Planning Law or any statutory corporation or body or any department of the Government responsible tor town planning and building;

“town Planning Division” means the down Planning Division of the Stale Ministry pf Works and Housing;

“tribunal” means a Rent Tribunal established under this Law;

109. Subject to and upon the commencement of this Law rent chargeable for the letting of any accommodation within a town or place as specified in the First Schedule to this Law. being cum modal ion of the type or class therein described, shall not exceed the amount therein prescribed in respect of that accommodation.

Cpntrol of
rent

Rent
proportionate
by increase or
reduce by size
amneties
provided

110. (1) The provisions of the First Schedule to the Law shall have effect so however that where either —

(a) the floor area of a sitting room or of my other room comprised in. or consisting of. an accommodation let or proposed to be let under this Law is greater or less titan the floor area of a standard room, or standard bedroom or standard sitting room, as the case may be: or

(b) the amenities provided in respect of accommodation in any premises let or proposed to be let under this Law are more or less than those prescribed in the said Schedule:

the rent payable in respect of the accommodation shall in the case of paragraph (a) above be calculated proportionately on the increase or decrease, as the case may be, in accordance with the provisions of that Schedule, and in the case of paragraph (b) above, shall be the amount agreed between the landlord and tenant, or in default of agreement the rent fixed by the tribunal, which shall have regard to the nature of the extra or less amenities and the relative increase they make to the letting value of the premises.

(2) The provision by a landlord in any premises of quarters for domestic servants or of stores, garages, verandahs or other similar amenities for the use of a tenant occupying those premises shall entitle the landlord to an increase in rent proportionate to the nature of the amenities and the increase which they make in the letting value of the premises.

(3) Where there is a dispute between a landlord and a tenant as to the amount of increased or reduced rent payable in the circumstances mentioned in subsection (1) or (2) of this section, the dispute may be referred to the tribunal by the landlord or the tenant and the tribunal shall determine the appropriate rent in every such case

111. Any agreement relating to the tenancy in any premises to which the provisions of the First Schedule to this Law apply shall be Void insofar as it purports to preclude the tenant from making any application or otherwise exercising any right conferred upon him under this Law or provides for the termination or surrender of the tenancy in the event of his making such an application or exercising any such right or for the imposition of any penalty or disability on the tenant in that event or contains any provision intended to exclude or defeat or circumvent any of the provisions of this law.

Restriction
on
contracting
out

Recovery of
unlawfully
received
rent.

112. Where a landlord has received from a tenant any rent in excess of that fixed by the First Schedule to this Law or fixed by a tribunal, or by a court upon an appeal from the decision of the tribunal, the tenant may recover from the landlord the rent in excess and the difference between the fixed rent and the rent so received by the landlord may without prejudice to any other method of recovery be deducted by the tenant from any rent payable by him to the landlord at any time.

113. (1) Rent payable by—

Advance
payment of
rent.

(a) any person for an accommodation in a town or place as specified in the First Schedule to this Law, not being an accommodation specified in paragraph (b) of this subsection;

(b) an institution or a company for an accommodation obtained by the institution or company for the use of its employee or servant in a town or place as specified in the First Schedule to this Law; and

(c) any person for business premises in any place within the State;

shall not be paid in advance for any period exceeding three months, in the case of paragraph (a) above, and one year, in the case of paragraph (b) or (c) above.

(2) In this section—

“institution” means a body corporate or unincorporate established by or under any Act, Law or other enactment

“company” means a company registered under the Companies and Allied Matters Act or other enactment

(3) Any landlord who demands rent in advance otherwise than in accordance with the provisions; of subsection (1) of this section is guilty of an offence, and shall on summary conviction be liable to a fine of one thousand naira or to imprisonment for one year or to both such fine and imprisonment and in the event of a second conviction, the property in respect of which the landlord committed this Offence shall be compulsorily acquired by the State.

(4) Any tenant who pays an advance in excess of the limits prescribed in this Law is guilty of an offence and shall be liable on summary conviction to a fine of two hundred and fifty naira or, in default of payment, to three months imprisonment.

Establishment
of tribunals

114. (1) The Governor may for each local government area establish a tribunal which shall be known as Rent Tribunal which shall perform the functions conferred upon it by this Law and shall each be distinguished by reference to the area for which it is established:

Provided that tribunal may be established two or more of such areas

(2) Until a Tribunal is established for any local government area or areas the Chief Magistrate or Senior Magistrate, Grade 1 or II having jurisdiction in the area or areas shall have and perform, in respect of the area or areas, the functions of a Tribunal under this Law.

Composition of
tribunal

115. (1) The tribunal shall consist of__

(a) a chairman who shall be a person qualified for admission as an advocate in Nigeria and has been so qualified for not less than five years;

Provided that in computing the period during which any person has been qualified for admission as an advocate any period during which that person has held office as a Magistrate after becoming so qualified shall be included:

(b) four other members one of whom at least shall represent the interest of tenants, and one other the interest of landlords in respect of accommodation in the area for which the Tribunal is established.

(2) The chairman and other members of the Tribunal shall be appointed on part-time basis by the Governor upon such terms, tenure, and conditions at the Governor may in the instrument appointing them specify.

(3) In appointing the members other than the chairman the Governor may ai t upon the recommendation of the Commissioner

116. (1) The Tribunal shall have and exercise jurisdiction in its area of authority to hear and determine—

Jurisdiction or
tribunal

(a) any application by a landlord or a tenant in which it is claimed or alleged-

(i) that the rent claimed by a landlord in respect of an accommodation is to excess of the rent prescribed for such accommodation in the First Schedule to this Law. or

(ii) where any increased rent is claimed by a landlord by reason of the size of any room in an accommodation. that the increased rent so claimed is more than the proportionate increase intended by this Law for a room of such dimension, or

(iii) where any increased rent is claimed by a landlord by reason of any extra amenities provided by him in respect of an accommodation.

that the amenities so provided are insufficient regard to the First Schedule to this Law, to Warrant such increased rent. or

(iv) that any sitting room or other room in an accommodation is larger than the sitting standard room or standard bedroom or standard room, as the case may be as set out in the First Schedule to this Law or that the amenities provided in any premises are in excess of those required by the

said Schedule and that in either case the tenant has refused to pay, the proportionate increase in rent:

(b) any dispute between a landlord and a tenant relating to the amount of rent payable in respect of any accommodation to which this Law relates where by reason of any special circumstances relative to the accommodation it is claimed by a landlord or a tenant that an increased or a reduced rent is payable instead of the standard rent notwithstanding the provision of the First Schedule to this Law.

(c) any other dispute between a landlord and a tenant relating to —

(i) the payment of rent under the provisions of this Law or

(ii) advance payment of rent under this Law

(iii) the issue of correct receipt paid or for refund of rent or any part thereof.

(iv) the demand for rent in excess under cover of effecting unauthorized conversion or alteration of premises or

(v) defacing of premises by the landlord

(2) Application under the subsection (1) of this section, or confirmed or determined on appeal by an appeal court is for the purpose of this Law. the standard rent as regards the accommodation to which it relates.

(3) The proceedings of the tribunal shall be open to the public and shall be deemed to be judicial proceedings, and the members to the judicial officers.

Accordingly a tribunal may-

(a) examine witnesses on oath;

(b) summon any person to appear before the tribunal, or

(c) require any person to produce document or give any evidence which the tribunal considers relevant.

(4) Any person who fails to comply with any order made by a tribunal shall be guilty of an offence and on conviction shall be liable to a fine of two hundred naira or imprisonment for three months or to both such fine and imprisonment

(5) In every proceeding before the tribunal the tribunal shall take down in writing the purport of all evidence given before it and minutes of the- proceedings and all the members taking part in

the proceedings shall sign the same; and notice, summonses, or orders issued or made under the hand of the Chairman shall be deemed to have issued or made by the tribunal.

(6) Until any regulations are made regulating the practice and procedure of the tribunal and the forms to be used therein, the rules of court regulating the practice and procedure of a Magistrate's Court and the forms applicable therein shall *mutatis mutandis* apply to. and be used by the tribunal.

(7) Every order of the tribunal fixing the standard rent of any accommodation shall be signed by the Chairman and be issued under the seal of the tribunal, and when so signed and issued shall have effect as if it were an order of a Magistrate's Court and may be enforced accordingly

(8) At any sitting of a tribunal the Chairman and two other members shall form a quorum.

(9) The decision of the tribunal shall be the unanimous opinion of the members taking part in the proceeding or. in the event of disagreement the opinion of the majority of the members

Provided that where the members are equally divided in the first instance the opinion supported by the Chairman shall prevail.

(10) Any party to any proceedings in the tribunal shall be entitled to appear by himself or by his counsel.

Appeal

117. (1) A landlord or a tenant aggrieved by a decision of the Tribunal may within thirty days from the date of such decision appeal to the High Court having jurisdiction in the area of the Tribunal, which court shall have jurisdiction to hear and determine the appeal.

(2) The decision of the High Court shall be final

(3) An appeal under this section shall operate as a stay of execution of the order appealed against during the pendency of such appeal:

Provided that the decision of the High Court upon the final determination of the appeal shall have effect from the date of the order of the tribunal. unless the High Court otherwise orders.

118. Notwithstanding any other thing contained in any enactment, the institution of an action before the tribunal under this I aw shall operate as a stay of execution of any judgment nr orc of a Magistrate Court in respect of the same or related subject-matter;

Action before
tribunal
constitutes say
of execution of
court's order

Provided that a copy of the process by which such action is commenced is served on the registrar of the Magistrate's Court before the execution is commenced

119. (1) Where an action under this Law is instituted in the High Court or Magistrates Court the issue of chargeable rent on an accommodation arises therefrom. the High Court or the Magistrate Court shall refer the issue of the chargeable rent to the tribunal. The tribunal shall take steps to determine the issue not later than four months after the issue has been referred to it or within one month of extended period that may be granted to it either by the High Court or the Magistrates Court and thereafter send the matter back to the High Court or the Magistrates Court for final determination of the action.

Court to refer
matter to the
Tribunal

(2) Where an action under this Law for the determination of amount of charge able rent on an accommodation is instituted in the tribunal. the tribunal shall take steps to deliver its decision on the issue not later than four months after the institution of the action

Receipt of rent

120.(1). A landlord shall issue a receipt for any amount of rent received by him. and a receipt properly issued under this subsection shall operate as a complete discharge in favour of the tenant for the amount of rent appearing thereon and for the period for which such is due.

(2) A tenant entitled to any refund of rent or part of rent in pursuance of any provisions of this Law shall issue to the landlord a receipt for the amount so refunded to him by the landlord and a receipt properly issued under this subsection shall operate as a complete discharge in favour of the landlord for the amount appearing thereon.

(3) A landlord or a tenant who fails or neglects to issue a receipt for rent or other sum received by him as required by this section shall be guilty of an offence and shall on conviction be liable to a fine of five hundred naira or to imprisonment for six months or to both such fine and imprisonment.

Payment of rent
into Tribunal

121 Where the amount of any rent payable in respect of any accommodation is tendered to a landlord and the landlord refuses to accept the same either as a result of any dispute between the landlord and the tenant or for some other cause, it shall be lawful for the tenant to pay into the tribunal the amount of that rent in full satisfaction of the obligation of the tenant to pay such rent to the landlord

122. (1) It shall be unlawful for the landlord of any premises—

Prohibition
of rents in
excess and
unauthorized
conversion
of premises

(a) to demand or receive any rent in excess of the rent applicable to such premises under this law;
or

(b) with the intention of obtaining a higher rent to convert any residential premises or any room of apartment in residential premises to business premises without the approval of the appropriate Town Planning Authority. if any; or

(c) with the intention aforesaid, to carry out any structural alterations to premises which, unless done with the approval of the appropriate Town Planning Authority. if any. would constitute a breach of any building Law. or regulations.

(2) Any person who demands or receives any rent in excess of the amount listed by the First Schedule to this Law or determined by the tribunal under this Law, as the case may be. is guilty of an offence and shall on summary conviction be liable to a fine of nine hundred naira or imprisonment for one year or to both fine and imprisonment

(3) Any person who, with the intention of obtaining a higher rent in respect of any premises and without the approval of the appropriate Town Planning Authority—

(a) converts any residential house or any room or apartment in a residential house into business premises. or

(b) carries out any structural alterations to any house or building contrary to any building Law and regulations.

is guilty of an offence. and on conviction shall be liable to a fine of five thousand naira or imprisonment for two years or to both such fine and such imprisonment without prejudice to any other penalty imposed by any other Law or regulations.

(4) Any residential accommodation which on the commencement of this Law has been converted to uses other than those for which it was approved by the appropriate Town Planning Authority. if any. shall be reconverted to its originally approved uses

(5) failure to comply with the provisions of subsection (4) constitutes an offence.

(6) A person who is guilty in offence under subsection (4) shall on conviction be liable to a fine of five thousand naira or imprisonment for two years or to both such fine and imprisonment without prejudice to any other penalty imposed by any other Law or regulation

123. The Chief Judge may make regulations-

Regulations

- (a) prescribing the procedure or; application to. and hearing by. the tribunal and the amount fees for the filing and service of such application;
- (b) generally with regard to proceedings before the tribunal: and
- (c) generally for carrying into effect the provisions of this Law.

124. (1) Any layout of other area described in the second column of the Second Schedule to 1 Law opposite a town mentioned in the first column therefore shall, for the purposes of this Law. be and is hereby declared to be a low density area.

Declaration of
low density
area

(2) The Commissioner may by order published in the Enugu State *Gazette* amend the Second Schedule to this Law.

125. Notwithstanding the provisions of an enactment, any person who is a special occupier of any premises under any enactment shall, upon the commencement and subject to the provisions of this Law relating to rent and to the rights and liabilities of a tenant or landlord. be deemed to be a tenant of the owner or landlord of the premises.

PART X.—LICENCES

126. (1) Where a licence is granted r do any act. the licence unless otherwise expressed extend only-

Effect of
licences
granted
to
sublessee

- (a) to the permission actually given; or
- (d) to the specific breach of any provision or covenant referred to; or
- (c) to any other matter thereby specially authorized to be done and the licence does not prevent proceeding for any subsequent breach unless otherwise specified in the licence.

(2). Notwithstanding any such licence-

- (a) all rights under covenants and powers of re-entry contained in the sublease remain in full force and are available as against any subsequent breach of covenant, condition or other matter not specifically authorized or waived, in the same manner as if no licence had been granted; and
- (b) the condition or right of entry remains in force in all respects as if the licence had not been granted save in respect of the particular matter authorized to be done.

(3) Where in any sublease there is power or condition of re-entry on the sublessee assigning, subletting or doing any other specified act without a licence and licence is granted—

(a). to any one or two or more sublessees to do any act, or to deal with his equitable share or interest; or

(b) to any sublessees or to any one or two or more sublessees to assign or underlet part only of the property or to do any act in respect of part only of the property;

the licence does not operate to extinguish the right of entry in case of any breach of covenant or condition by the sublessees or sublessee of the rest of the property (as the case may be) in respect of such shares or interests or remaining property not the subject to the licence

(4) Subsection (3) does not authorize the grant, after the commencement of this Law, of a licence to create an undivided share in a legal interest

127. In all subleases containing a covenant, condition or agreement against assigning, underletting or parting with the possession. or disposing of the land or property sublet without licence or consent, such covenant, condition or agreement shall, unless the sublease contains an express provision to the contrary, be deemed to be subject to a proviso to the effect that no fine or sum of money in the nature of a fine shall be payable for or in respect of such licence or consent, but this proviso does not preclude the right to require the payment of a reasonable sum in respect of any legal or other expense incurred in relation to such licence or consent

PART XI-MISCELLANEOUS

128. Every sublessee to whom there is delivered any writ for the recovery of premises demised to or held by him or to whose knowledge any such writ comes shall forthwith give notice thereof to his sublessor or his bailiff or receiver and if he fails so to do he shall be liable to forfeit to the person of whom he holds the premises an amount equal to the value of three years rent of the premises, to be recovered by action in any court having jurisdiction in respect of claims for such an amount

129. A right of re-entry or forfeiture under any proviso or stipulation in a sublease for a breach of any covenant or condition in the sublease shall not be enforceable by action or otherwise unless and until the sublessor serves on the sublessee a note —

No fine to be
exacted for
licence to
assign

Sublessee
to give
notice of
ejectment
to sublessor

Restrictions
on and relief
against
forfeiture of
subleases and
sub-
underleases

- (a) specifying the particular breach complained of, and
 - (b) if the breach is capable of remedy requiring the sublessee to remedy the breach, and
 - (c) in any case requiring the lessee to make compensation in money for the breach, and the sublessee fails within a reasonable time thereafter, to remedy the breach, if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the sublessor for the breach
- (2) Where a sublessor is proceeding by action or otherwise to enforce such a right of re-entry or forfeiture, the sublessee may in the sublessor's action if any or in any action brought by himself, apply to the court for relief and the court may grant or refuse relief as the court having regard to the proceeding and conduct of the parties under the foregoing provisions of this section and all the other circumstances thinks fit, and in case of relief may grant it on such terms, if any, as to costs, expenses, damages, compensation, penalty or otherwise, including the granting of an injunction to restrain any like breach in the future as the court, in the circumstances of each case, thinks fit
- (3). A sublessor shall be entitled to recover as a debt due to him from a sublessee and in addition to damage (if any), all reasonable costs and expenses properly incurred by the sublessor in the employment of a solicitor and surveyor or valuer or otherwise in reference to any breach giving rise to a right of re-entry or forfeiture which, at the request of the sublessee is waived by the sublessor or from which the sublessee is relieved, under the provisions of this Law.
- (4) Where a sublessor is proceeding by action or otherwise to enforce a right of re-entry or forfeiture under any covenant, proviso or stipulation in a sublease or for non-payment of a rent, the court may on application by any person claiming as sub-underlessee any interest in the property comprised in the sublease or any part thereof either in the sublessor's action (if any) or in any action brought by such person for that purpose make an order vesting for the whole term of the sublease or any part thereof in any person entitled as sub-underlessee to any interest in such property upon such conditions as to execution of any deed or other document, payment of rent, cost, expenses, damages, compensation, giving security or otherwise as the court in the circumstances of each case may think fit, but in no case shall any such sub-underlessee be entitled

to require a sublease to be granted to him for any longer term than he had under his original sub-underlease

(5) For the purpose of this section—

(a) “sublease” includes an original or derivative subunderlease, also an agreement for a sublease where the sublessee has become entitled to have the same granted, also a grant securing a rent by condition:

(b) "sublessee" includes an original or derivative sub-underlessee, and the persons deriving title under a sub-underlessee; also a grantee under any such grant as aforesaid and the person deriving title under him:

(c) "sublessor", includes an original or derivative sub-underlessor; also a person making such grant as aforesaid and the person deriving title under him;

(d) “underlease” with its grammatical derivatives has the same meaning as "sublease"

(6) This section applies although the proviso or stipulation under which the right of re-entry or forfeiture accrues is inserted in the sublease in pursuance of the directions of any enactment.

(7) For the purposes of this section a sublease limited to continue as long only as the sublessee abstains from committing a breach of covenant shall be and take effect as a sublease to continue for any longer term for which it could subsist but determinable by a proviso for re-entry on such a breach.

(8) This section does not extend to a covenant or condition against assigning, underletting, parting with the possession or disposing of the land sublet where the breach occurred before the commencement of this Law

(9) Where a condition of forfeiture on taking in execution of the sublessee's interest is contained in any sublease, then—

(a) if the sublessee's interest is sold before the expiration of that year this section only applies to the forfeiture conditions aforesaid:

(b) If the sublessees interest is not sold before the expiration of that year this section only applies to the forfeiture conditions aforesaid during the first year from the date of the taking in execution

(10) This section does not save as otherwise mentioned, affect the law relating to re-entry or forfeiture or relief in case of non-payment of rent

(11) This section has effect notwithstanding any stipulation to the contrary.

Waiver of
covenant
in a
sublease

130 (1) Where any actual waiver by a sublessor, or the persons deriving title under him, of the benefit of any covenant or condition in any sublease is proved to have taken place in any particular instance, such waiver shall not be deemed to extend to any instance or to any breach of covenant or condition save that to which such waiver specially relates, nor operate as a general waiver of the benefit of any such covenant or condition

(2) This section applies unless a contrary stipulation appears, and extends to waivers affected before or after the commencement of this Law

131(1) The doctrine of *interesse termini* is hereby abolished

Abolitions of
*interesse
termini* and as
to reversionary
sublease and
subleases for
live

(2) As from the commencement of this Law, all terms of years absolute shall, whether the interest is created before or after such commencement, be capable of taking effect at law or in equity according to the interest or power of the grantor, from the date fixed for commencement of the term, without actual entry

(3) A term at a rent, limited, after the commencement of this Law, to take effect more than twenty-one years from the date of the instrument purporting to create it, shall be void, and any contract made after such commencement to create such a term shall likewise be void, but this subsection does not apply to any term taking effect in equity as under equitable power of mortgage, indemnity or other like purposes.

(4) Nothing in subsections (1) and (2) of this section prejudicially affects the right of any person to recovery any rent or to enforce or take advantage of any covenants or conditions or, as respects terms or interests created before the commencement of this Law, operate to vary any statutory or other obligation imposed in respect of such terms or interests

(5) Nothing in this Law affects the rule of law that a legal term, whether or not being a mortgage term, may be created to take effect in reversion expectant on a longer term, which rule is hereby confirmed,

(6) Any sublease or sub-underlease at a rent for life or lives or for any of years determinable with life or lives, or on the marriage of the sublessee or any contract therefor made before or after the commencement of this Law shall take effect, as a sublease. sub-underlease or contract therefor for a term of ninety years determinable after the death or marriage (as the case may be) of the original sublease or of the survivor of the original sublease by at least three months' notice in writing given to determine the same either by the subleasehold interest, or if no such person is in existence, by affixing the same to the premises, or by the sublessee or other persons in whom the subleasehold interest is vested to the sublessor or the persons deriving title under him:

Provided that if the sublease, sub-underlease or contract therefor is made determinable on the dropping of the lives of persons other than or besides the sublessee, then the notice shall be capable of being served after the death of any person or of the survivor of any person (whether or not including the sublessee) on the cesser of those life or lives the sublease, sub-underlease or contract is made determinable instead of after the death of the original sublessee or of the survivor of the original sublessee

132.(1) A sublease may be surrendered with a view to the acceptance of a new sublease in place thereof without a surrender of any underlease derived thereout.

(2) A new sublease may be granted and accepted in place of any sublease so surrendered without any such surrender of a sub-underlease as aforesaid, and the new sublease shall operate as if all sub-underleases derived out of the surrendered sublease had been surrendered before the surrender of that sublease was effected.

(3) The sublessee under the new sublease and any person deriving title under him is entitled to the same rights and remedies in respect of the rent reserved by and the covenants, agreements and conditions contained in any subunderlease as if the original sublease had not been surrendered but was or remained vested in him.

(4) Each sub-underlessee and any person deriving title under him is entitled to hold and enjoy the land comprised in his sub-underlease; (subject to the payment of any rent reserved by

Surrender of a sublease within prejudice to sub-underlease with a view in the grant of a new sublease

and to the observance of the covenants; agreements and conditions contained in the sub-underlease) as if the sublease out of which the sub-underlease was derived had not been surrendered

(5) The sublessor granting the new sublease and any person deriving title under him is entitled to the same remedies by entry in and upon the land comprised in any such sub-underlease for rent reserved by or the covenants, agreements or conditions contained in the new sublease (so far only as the rents reserved by or the covenants agreements or conditions contained in the new sublease do not exceed or impose greater burdens than those reserved by or contained in the original sublease out of which the sub-underlease is derived) as he would have had -

- (a) if the original sublease had remained in force; or
- (b) if a new sub-underlease derived out of the new sublease had been granted to the sub-underlessee or a person deriving title under him as the case may require

(6) This section does not affect the powers of the court to give relief against forfeiture.

133.(1) Where land is subject to a sublease the transfer of a reversion in the land expectant on the determination of the sublease shall be valid without any attornment of the sublessee.

Provision
at to
attornmen
ts by
tenants

Nothing in this subsection-

- (a) affects the validity of any payment of rent by the sublessee to the person making the transfer or grant before notice of the transfer or grant is given to him by the person entitled thereunder; or
 - (b) renders the sublessee liable for any breach of covenant to pay rent on account of his failure to pay rent to the person entitled under the transfer or grant before such notice is given to the sublessee
- (2) An attornment by the sublessee in respect of any land to a person claiming to be entitled to the interest in the land of the sublessor, if made without the consent of the sublessor shall be void

This subsection does not apply to an attornment—

- (a) made pursuant to a judgment of a court of competent jurisdiction, or
- (b) to a mortgage by a sublessee holding under a sublease from the mortgage where the right of redemption is barred, or
- (c) to any other person rightfully deriving title under the sublessor

134(1) Where in the intended exercise of any power of subletting, whether conferred by any enactment or any other instrument, a sublease (in this section referred to as an invalid sublease) is granted, which by reason of any failure to comply with the terms of the power is invalid, then

Sublease
invalidated by
reason of non-
compliance
with terms of
powers under
which they are
granted

- (a) as against the person entitled after the determination of the interest of the grantor to the reversion; or
- (b) as against any other person who subject to any sublease properly granted under the power would have been entitled to the land comprised in the sublease:

the sublease if it was made in good faith, and the sublessee has entered thereunder shall take effect in equity as a contract for the grant at the request of the sublessee of a valid sublease under the power of like effect as the invalid sublease subject to such variations as may be necessary in order to comply with the terms of the power:

Provided that a sublessee under an invalid sublease shall not by virtue of any such implied contract be entitled to obtain a variation of the sublease if the other persons who would have been bound by the contract are willing and able to confirm the sublease without variation.

- (2) Where a sublease granted in the intended exercise of such a power is invalid by reason of the grantor not having power to grant the sublease at the date thereof but the grantor's interest in the land comprised therein continues after the time when he might, in the exercise of the power have properly granted a sublease in the like terms, the sublease shall take effect as valid sublease in like manner as if it had been granted at that time
- (3) Where during the continuance of the possession taken under an invalid sublease the person for the time being entitled, subject to such possession to the land comprised therein or to

the rents and profits thereof, is able to confirm the sublease without variation by the sublessee or other person who would have been bound to the sublease had it been valid, shall at the request to the person so able to confirm the sublease, be bound to accept u confirmation thereof and thereupon the sublease shall effect and be deemed to have had effect as a valid sublease from the grant thereof.

(4) Confirmation under subsection (3) may be by a memorandum in writing signed by or on behalf of the persons respectively confirming or accepting the confirmation of the sublease.

(5) Where a receipt or a memorandum in writing confirming an invalid sublease is upon or before the acceptance of rent thereunder signed by or on behalf of the person accepting the rent that acceptance shall as against that person be deemed to be a confirmation of the sublease

(6) The foregoing provisions of this section do not affect prejudicially—

(a) any right of action or other right or remedy to which, but for thus provisions or any enactment replaced by those provisions the sublessee named in an invalid sublease would or might have been entitled under any covenant on the part of the grantor for title or quiet enjoyment contained therein or implied thereby, or

(b) any right of re-entry or other right or remedy to which, but for those provisions or any enactment replaced thereby, the grantor or other person for the time being entitled to the reversion expectant on the termination of the sublease would or might have been entitled by reason of any breach of the covenants, conditions or provisions contained in the sublease and binding on the sublessee.

(7) Where a valid power of subletting is vested in or may he exercised by a person who grants a sublease which by reason of the determination of the interest of the grantor or otherwise cannot have effect and continuance according to the terms thereof independently of the power, the sublease shall for the purposes of this section be deemed to have been granted in the intended exercise of the power although the power is not referred to in the sublease

(8) This section does not apply to sublease of land held on charitable, ecclesiastical or public trusts.

(9) This section takes effect without prejudice to the provisions in this Law on the grant of subleases in the name and on behalf of the holder of the right of occupancy in the land affected.

135 Where a reversion expectant on a sublease of land is rendered or merged, the legal interest which as against the sublessee for the time being confers the next vested right to the land shall be deemed the reversion for the purpose of preserving the same incidents and obligations as would have affected the original reversion had there been on surrender or merger thereof.

When
reversion is
surrendered

136(1) Notwithstanding the severance by transfer, surrender or otherwise of the reversionary interest in any land comprised in a sublease, and notwithstanding the avoidance or cesser in any other manner of the term granted by a sublease as to part only of the land comprised therein, every condition or right of re-entry and every other condition contained in the sublease shall be apportioned and shall remain annexed to the severed parts of the reversionary interest as severed, and shall be in force with respect to the term whereon each severed part is reversionary, or the term in the part of the land as to which the term has not been surrendered or has not been avoided or has not otherwise ceased, in like manner as if the land comprised in each severed part, or the land as to which the term remains subsisting, as the case may be, had alone originally been comprised in the sublease.

Apportionment
of conditions of
severance

(2) In this section “right of re-entry” includes a right to determine the sublease by notice to quit or otherwise; but where the notice is served by a person entitled to a severed part of the reversion so that it extends to part only of the land sublet, the sublessee may within one month determine the sublease in regard to the rest of the land by giving to the owner of the reversionary interest therein a counter notice expiring at the same time as the original notice

(3) This section applies to subleases made before or after the commencement of this Law and whether the severance of the reversionary interest or partial avoidance or cesser of the term was affected before or after such commencement:

Provided that, where the sublease was made before the first day of January, nineteen hundred, nothing in this section shall affect the operation of a severance of the of the reversionary estate or partial avoidance cesser of the term which was effected before the commencement of this Law

137.(I) Rent reserved by a sublease and the benefit of every covenant or provision therein contained having reference to the subject-matter thereof, and on the sublessee's part to be observed performed and every condition of re-entry and other condition therein contained, shall be annexed and incident to and shall go with the reversionary interest in the land or in any part thereof, immediately expectant on the term granted by the sublease notwithstanding severance of that reversionary- interest, and without prejudice to any liability affecting a covenant or his interest.

(2) Any such rent, covenant or provision shall be capable of being recovered, received, enforce and take advantage of by the person from t[me to time entitled, subject to the term, to the income of the whole or any part as the case may require, of the land sublet

(3) Where that person becomes entitled by transfer or otherwise, such rent, covenant or provision may be recovered, received, enforced or taken advantage of by him notwithstanding that he becomes so entitled after the condition of re-entry or forfeiture has become enforceable but this subsection does not render enforceable, other condilions waived before such person becomes entitled as aforesaid.

(4) This section applies to subleases made before or after the commencement of this Law, but does affect operation of—

(a) any severance of the reversionary interest; or

(b) an acquisition by transfer or otherwise or provision effected before the commencement of this Law

138(I) The obligation under a condition or of a covenant entered into by a sublessor with reference to the subject-matter of the sublease shall, if, and as far as the sublessor has power to bind the reversionary interest immediately expectant on the term granted by the sublease, by annexed and incident to shall go with that reversionary interest, or the several parts thereof notwithstanding severance of that reversionary interest and may be taken advantage of and enforced by the person to whom the term is from time to time vested by transfer, devolution in law or otherwise and if and as far as the sublessor has power to bind the person from time to time entitled to that reversionary interest the obligation aforesaid may be taken advantage of and enforced against any person so entitled

Obligation of landlord's covenants to run with reversion

(2) This section applies to a sublease made before or after the commencement of this Law whether the severance of the reversionary interest was affected before or after such commencement.

PART XII.-RIGHTS AND LIABILITIES ON DETERMINATION OF TENANCY

139 Subject to this Law or any other written law in force in the State the tenant shall on expiration or soon after determination of his tenancy, deliver up to his landlord the peaceable and quit possession of the premises sublet and all parts thereof, including any part he may have to a sub-tenant, together with all the erections, buildings improvements and fixtures which he is not entitled to remove.

Duty of tenant
to give
possession

140 (I) Where the tenant has let the whole or any part of the premises to a sub-tenant who is in possession at the time of the expiration or determination of the term, the tenant shall get such sub-tenant out so that the landlord shall have complete possession of the premises to which he is entitled

Duty of tenant
to eject sub-
tenant

(4) Where, however, a tenant of a dwelling-house had during the tenancy lawfully sublet a portion of the premises and he afterwards gives the landlord proper notice to determine the tenancy and also give the sub-tenant proper notice to quit so as to determine the sub-tenancy holds over and refuses to quit shall not render the tenant, if he has done everything legally possible to give the landlord vacant possession liable to the landlord for rent for use and occupation or for damages:

Provided that this subsection shall not apply where the subletting was originally in breach of a covenant unless the breach has been waived by the landlord

141(1) Subject to subsection (4) of the last foregoing section, a tenant shall be liable for failure to give up complete possession of the premises at the end of the tenancy and even where a sub-tenant wrongfully holds over and refuses to quit, the tenant is liable for the period of such holding over:

Tenant's
liability by
holding
over

Provided that nothing in this section shall prevent a landlord from accepting a sub-tenant as his own tenant, in which case the tenant shall be discharged from liability under this section.

(2) If premises are let to two persons for a term at the end of which one holds over with the assent of the other, both shall be liable for the time the one actually occupies; but the one who did not actually occupy shall not be liable if the holding was without his assent

(3) Where a tenancy from year to year has been determined by notice to quit, the mere accidental detention of the key by the tenant (who has quit the premises and removed his goods) for two to seven days beyond the expiration of the term does not amount to any evidence of use or occupation so as to make him liable.

PART XIII.—RECOVERY OF PREMISES

142.(1) The Governor may from time to time by order declare that the provisions of this Part shall not apply to any town, village, place or area specified in such order and upon such an order coming into force the provisions of this Law shall cease to apply to such town, village, place or area as may be specified in the order.

Application

Provided that all proceedings instituted prior to and which are pending at the date of the coming into force of the said order and which are in respect of any premises in any town, village, place or area referred to in the order may be continued and carried through to completion, notwithstanding such order, in all respects as if this Part still applied to the town, village, place or area in which are situate the premises in question.

(2) Where the provisions of this Part are withdrawn from any town, village, place or area by order as aforesaid such withdrawal shall remain operative only so long as there is in force an order effecting such withdrawal.

Interpretation

143(1) In this Part of this Law—

“agent” means any person usually employed by the landlord in the letting of the premises or in the collection of the rents thereof or specially authorized to act in a particular manner by writing under the hand of the landlord;

“court” includes the High Court and Magistrates' Courts but does not include a customary court;

“landlord” in relation to any premises includes the person entitled to the immediate reversion, and also the attorney or agent of any such landlord, and any person appointed to act on behalf of

the State in dealing with any lands, buildings, premises or corporeal or incorporeal hereditaments vested in the State;

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

“premises” includes—

- (a) a house or building or any part thereof together with its grounds or other appurtenances, and
- (b) land without any buildings thereon:

“rent” includes any part of any crop rendered, or an equivalent given in kind or in labour, in consideration of which a landlord has permitted any person to use and occupy any land, house, premises, or other corporeal hereditament;

“tenant” includes any person occupying premises whether on payment of rent or otherwise but does not include a person occupying premises under a *bona fide* claim to be the owner of the premises;

“the 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 jurisdictions made under the Law by which such courts were established or any Law amending the same

- (2) A reference to a Form means a reference to such Form as set out in the Schedule.

Jurisdiction

General
jurisdiction,

- 144 Proceedings under this Law may be brought in any court of competent jurisdiction.

Costs in
the High
Court.

- 145 Where proceedings under this Law are brought in the High Court and the amount recovered or the value of the rent as ascertained does not exceed an amount which could have been recovered without any set-off or with an admitted set-off in a Magistrate's Court, the plaintiff shall not be allowed costs in excess of those which he could have recovered had he brought the action in a Magistrate's Court:

Provided that when—

(a) the proceedings were in respect of a *bonafide* claim of right set up by the defendant under section 5: or

(b) the court certifies that there was a question of law involved which rendered it advisable for a decision thereon to be made by the High Court.

the court may award costs on the scale applicable to actions brought in the High Court.

146 The jurisdiction of a Magistrate shall not be ousted by the defendant *bona fide* setting up the title of a third person, unless he holds under, or claimsthrough, such third person

Jurisdiction of
Magistrate not
normally ousted
where question of
title of third person
arises

147 Where the rent includes any part of a crop or any value given in kind or in labour or any amount which is not specified as of a precise monetary value, proceedings under this law may be brought in a Magistrate's Court:

Jurisdiction in
respect of rent
other than in
money

Provided that if during the hearing it appears that the amount of the claim is a sum exceeding the rate of four hundred naira a year the plaintiff may abandon the excess and proceed and thereupon the Magistrate's Court shall have jurisdiction to hear and determine the action, so however that-

(a) subject to the provisions of any law limiting the jurisdiction of the Magistrate hearing the action. the plaintiff shall not recover in any such action a sum greater than four hundred naira; and

(b) the judgement of the court shall be in full discharge of all demands in respect of the particular cause of action

Notices to Quit and of Intention to Recover Possession

148 When and so soon as the term or interest of the tenant of any premises held by him at will or for any term either with or without being liable to the payment of any rent, shall have ended or shall have been duly determined by a written notice to quit as in form B. C or D, whichever is applicable to the case, or otherwise duly determined. and such tenant, or, if such tenant does not actually occupy the premises or only occupies a part thereof, any person by whom the same or any part thereof shall then he actually occupied, shall neglect or refuse to quit and deliver up possession of the premises or of such part thereof respectively, the landlord of the said premises or this agent may cause the person so neglecting or refusing to quit and deliver up possession to

tenant
refusing or
neglecting to
give up
possession.
Notice to
quit from
BCD OR E

Length of
notice to
determine
certain terms

be served, in the manner hereinafter mentioned, with a written notice, as in Form E signed by the landlord or his agent, of the landlord's intention to proceed to recover possession on a date not less than seven days from the date of service of the notice.

149(1) Where there is no express stipulation as to the notice to be given by either party to determine the tenancy the following periods of time shall be given—

- (a) in the case of a tenancy at will or a weekly tenancy a week's notice:
- (b) in the case of a monthly tenancy, a month's notice,
- (c) in the case of a quarterly tenancy, a quarter's notice:
- (d) in the case of a yearly tenancy, half a year's notice:

Provided that in the case of a yearly tenancy, the tenancy shall not expire before the time when any crops growing on the land, the subject of the tenancy, would in the ordinary course be taken, gathered, or reaped within one year of planting and such planting was done by the tenant prior to the giving of the notice

(2) 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.

Giving of
notice and
expiry
thereof

150 Notice referred to in section 149 may be given at any time prior to the date of termination of the current terms of tenancies, but they shall not be effective if the time between the giving of the notice and the time when the tenancy is to be determined is less than the respective periods set out in section 149.

Summons

Landlord's
notice to
intention to
recover

151(1) Upon the expiration of the time stated in any such notice of the landlord's intention to recover possession, if such tenant or any person holding or claiming by, through or under him neglects or refuses to quit and deliver up possession accordingly, the landlord may apply, according to whether he is taking action in the High Court or a Magistrate's Court, for the issue of a writ or enter a plaint, as in Form F, at his option either against such tenant or against such person so neglecting or refusing, in the court of the Division or District, as the case may be, in

which the premises are situate for the recovery of the same and thereupon a summons as in Form G shall issue to such tenant or person so neglecting.

(2) if mesne profits are claimed and the writ or plaint shows that the rate at which such mesne profits are claimed is the same as the rent of the premises judgment shall be entered for the ascertained amount as a liquidated claim and if mesne profits are claimed at the rate of the said rent up to the time of obtaining possession the judgment shall be extended to include such claim and shall be as in the second alternative in Form J

152 Where any summons for the recovery of any premises as is hereinbefore specified shall be served on or come to the knowledge of any sub-tenant of the plaintiffs immediate tenant, such sub-tenant being an occupier of the whole or of a part of the premises sought to be recovered, he shall forthwith give notice thereof to his immediate landlord, failure to give such notice rendering him liable to forfeit such sum as the court may consider just notice rendering him liable to forfeit such sum as the court may consider just but not exceeding three years' rent of the premises held by such sub-tenant to such landlord, such sum to be recoverable, whatever the amount thereof, by such landlord by action in the court from which such summons shall have issued, and such landlord, on the receipt of such notice, if not originally a defendant, may be added or substituted as a defendant to defend possession of the premises in question.

Sub-tenant served with summons to recover possession must give notice to his immediate landlord

Landlord may claim for mesne profit

153. The landlord may, either together with his writ or plaint for the recovery of the premises or in answer to any claim or counter-claim made in respect of any unexhausted improvements as hereinafter provided, claim to recover, or to set off. rent or mesne profits, or both, accruing in respect of such premises since the ending or determination of the tenancy down to the day appointed for the hearing, or to any preceding day named in the plaint

154. The amount claimed under any writ or plaint for arrears of rent and mesne profits shall be treated as one claim.

Claims for arrears of rent and mesne profit

155 Where a tenant executes on his holding any improvement he shall be entitled, subject to the provisions of section 15, at the termination of the tenancy, on quitting his holding, to receive compensation from his landlord in respect of any such improvement which continues unexhausted.

Tenant's title to compensation

Consent of landlord

156. A tenant shall not be entitled to compensation in respect of any improvement, unless he has executed it with the previous consent in writing of the landlord.

157 A tenant may at any time make any claim, or counter-claim before a court against the landlord in respect of any unexhausted improvement, and the court may, if it thinks it expedient, hear and determine any counter-claim, together with any claim to recover possession of the holding in respect of which the counter claim is made:

Court may hear counter-claim with claim to recover the land

Provided that—

(a) in the case of a counter-claim, notice in writing of the particulars of such counter-claim shall be given to the landlord three clear days before the day fixed for the hearing of the claim to recover possession; and

(b) the court at the hearing shall have power to enlarge the time for the delivery of such notice as aforesaid, or for the hearing of the counter-claim.

Court may appoint person to value improvements

158 (1) A court may—

(a) from time to time, and at any time, appoint by writing as in Form H one or more persons to estimate the value of any unexhausted improvements in respect of which a claim or counter-claim, is made, and to report in writing as in Form I to the court thereon; and

(b) make such order as it thinks fit in respect of the expenses and remuneration of such persons.

(2) The provisions of the Stamp Duties Act, shall not apply to persons appointed by the court under this section.

Report of appraisers to the evidence

159 Such report in writing, purporting to be signed by the person, or persons, appointed by the court under section 17, shall be received in evidence in all courts, until it be shown that such report was not so signed as aforesaid.

Hearing and Judgment

Hearing of summons

160.(1) If the defendant shall not at the time named in the summons or any adjournment thereof, show good cause to the contrary, then on proof—

(a) of the defendant still neglecting or refusing to deliver up the premises; and

- (b) of the yearly rent of the premises; and
- (c) of the holding; and
- (d) of the expiration or other determination of the tenancy with the time and manner thereof; and
- (e) of the title of the landlord, if such title has accrued since the letting of the promises; and
- (f) of the service of the summons, if the defendant does not appear thereto, the court may order as in Form J, K or L, whichever is applicable to the case, that possession of the premises mentioned in the plaint be given by the defendant to the plaintiff either forthwith or on or before such day as the court shall think fit to specify.

(2) If the plaintiff at the time named in the summons or at any adjournment thereof shall fail to obtain an order under subsection (1) the defendant shall be entitled to judgment and may be awarded costs, such judgment and award being in Form M.

161 Where a landlord is entitled to possession of any premises, the court may issue a warrant of possession, notwithstanding that the counter-claim is undetermined or unsatisfied.

Warrant of possession may issue at any time

162. If the order of the court given under section 19 be not obeyed, the court, whether such order can be proved to have been served on the defendant or not. shall, at the instance of the plaintiff, issue a warrant of possession, and if such order be that possession of the premises be given forthwith by the defendant to the plaintiff, the court shall at the instance and cost of the plaintiff issue a warrant of possession forthwith.

Enforcement of order of court

163. A warrant of possession shall entitle the plaintiff to be put in possession of the premises to which the warrant relates. It shall be as in Form N and the certificate of execution thereof shall be as in Form O.

Form and purpose of warrant of possession

164. Every warrant of possession shall on whatever day it may be issued, bear date of the day next after the last day named by the court in the order for the delivery of possession of the premises in question, and shall continue in force for the three months from such date and no longer, but no order for delivery of possession need be drawn up or served.

Warrant of possession to be in force for three months

165. Any warrant to give possession of premises shall justify' the person named thereon or to whom it is directed in entering upon the premises named therein, with such assistants as he shall deem necessary, and in giving possession accordingly

Warrant of possession justifies entry on premises

Provided that no entry upon such warrant shall be made on a Sunday or public holiday or at any time except between the hours of six o'clock in the morning and six o'clock in the afternoon.

Protection of officer of the court

166. No action and no prosecution may be brought against the Judge, Magistrate or other officer of the court by whom a warrant of possession shall have been issued, or against any sheriff or other person by whom such warrant may be executed, or document affixed, for issuing such warrant or executing the same respectively, or affixing such document, by reason that the person by whom the same shall be sued out had not lawful right to the possession of the premises.

Penalty for resisting or assaulting officers.

167. Any person who resists, molests, assaults, or in any way obstructs any officer when engaged in the execution of such warrant as aforesaid, or any person appointed under section 17 and engaged in carrying out an order of a court shall be guilty of an offence against this Law and shall be liable, on summary conviction, to a fine of five hundred naira or to imprisonment for six months or to both such fine and imprisonment.

Penalty on person unlawfully retaking possession

168 Any person, who has been put out of possession under a warrant of possession, and unlawfully retakes possession of the premises after possession has been given to the landlord, shall be guilty of an offence against this Law and shall be liable, on summary conviction, to a fine of five hundred naira or to imprisonment for six months or to both such fine and imprisonment.

Penalty on landlord who defaces his premises

169. Any Landlord who either by himself or through an agent defaces existing structures, introduces nuisance, re-moves doors, windows, any shutters or roofs or part thereof in his premises in order to eject his tenant shall be liable on conviction to a fine of two thousand naira or to imprisonment for one year or to both such fine and imprisonment

Service of process

170. Service of any notice of determination of a tenancy or of a notice to quit process.or 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 Magistrates' Courts and if

the defendant cannot be found, and his place of dwelling either not be known, or admission thereto cannot be obtained for serving such process, a copy of the process shall be posted on some conspicuous part of the premises sought to be recovered, and such posting shall be deemed good Service on the defendant.

Landlord's liability to Special Damages

171. Where the landlord at the time of applying for a warrant of possession as aforesaid has lawful right to the possession of the premises, or of the part thereof so held over as aforesaid neither the said landlord nor his agent, nor any other person acting in his behalf, shall be deemed to be a trespasser by reason merely of any irregularity or informality in the mode of proceeding for obtaining possession under the authority of this Law, but the party aggrieved may if he thinks fit bring an action for such irregularity or informality, in which the damage alleged to be sustained thereby shall be specially claimed, and may recover full satisfaction for such special damage with costs of suit.

When landlord has a lawful title, he shall not be deemed a trespasser by reason of irregularity but be liable in an action for appeal damage.

Provided that if the special damage so claimed be not proved, the defendant shall be entitled to judgment, and that if proved, but assessed by the court at any sum not exceeding fifty kobo the plaintiff shall recover no more costs than damages, unless the court shall certify upon the record that full costs ought to be allowed.

Appeal

172. Either party to any proceedings to recover possession of any premises under this Law may appeal from the decision of the court to the appropriate court of appeal whatever may be the value of the subject-matter in dispute.

Appeal from order of possession in all cases

Forms

173.(1) Subject to the express provisions, if any, of the rules, the forms contained in the Third Schedule may in accordance with any instructions contained in the said forms, and with such variations as the circumstances of the particular case may require, be used in the cases to which they apply, and, when so used, shall be good and sufficient in law

Use of forms

(2) The forms may be added to, repealed, replaced or varied by rules made as aforesaid in all respects as if the forms had originally been so made.

Restriction
on ejection

174. (1) Notwithstanding anything contained in any other relating to the recovery of possession of premiss under a tenant), no order or judgment for the recovery of possession of any premises in which Part IX of this Law applies or for the ejectment of a tenant therefrom shall be made or given unless the court consider it reasonable to make such order or give such judgment, and either

(a) the court bus power so io Jo under the provisions of section 175 or

(b) subject to subsection (2) the court is satisfied that suitable alternative accommodation is available tor the tenant.

(2) For the purposes of this section, where the court considers it reasonable so to do, it shall have power to make or give an order or judgment lot the recover of possession of any premises or for the ejectment of any tenant therefrom without proof of suitable alternate accommodation if any one or more of the circumstances mentioned in section 174 are proved to the satisfaction of the court.

Orders court
can make

175. A court shall have power to make and order under subjection (2) of section 174 if—

(a) the rent lawfully due by virtue of this Law is in arrears lor three months after it has become due; or

(b) the tenant has been guilty of the breach of an express covenant or agreement of the tenancy; or

(c) the tenant has given notice to quit in consequence whereof the landlord has contracted to sell or let the premises or has taken such other steps as a result of which he would he seriously prejudiced if he could not obtain possession; or

(d) the premises arc reasonably required for any purpose which is in the public interest; or

(e) the tenant of any person residing or lodging with him, or being his sub-tenant has been guilty of conduct which is a nuisance to adjoining occupiers, or has used the premises as a brothel, or has been convicted for using the premises or allowing the premises to be used for illegal purpose,

or that the condition of the premises has deteriorated owing to acts of waste by, or the neglect or default of the tenant or any such person, and where such person is a sub-tenant or lodger, that the tenant has not taken such steps as he ought reasonably to have taken for the removal of such sub-tenant or lodger; or

(f) the premises are so overcrowded as to be dangerous or injurious to the health of the inmates, and the court is satisfied that the overcrowding could have been abated by the removal of any lodger or sub-tenant (not being a parent or child of the tenant) whom it would, having regard to all the circumstances of the case, including the question whether other accommodation is available for him, have been reasonable to remove, and that the tenant has not taken steps as he ought reasonably to have taken for his removal; or

(g) the premises are the subject of an abatement or similar notice issued by a public authority and compliance with the terms of such notice is only possible through the ejectment of the tenant;

Provided, however that the court may impose a condition for return of the tenant when compliance has been made with the terms of such notice; or

(h) the premises require substantial repairs or reconstruction on account of which it is necessary for the tenant to vacate possession:

Provided, however, that the court may impose a condition for the return of the tenant when the repairs or reconstruction is complete; or

(i) the court is satisfied that the tenant has constant quarrels with some other lawful inmates of the premises, or

(j) the premises are reasonably required by the landlord for occupation for—

(i) himself; or

(ii) any son or daughter of his over eighteen years of age; or

(iii) his father or mother:

Provided that an order or judgment shall not be made or given on any ground specified in subsection 10 of the foregoing provisions of this section if the court is satisfied that having regard to all the circumstances of the case including the question whether other accommodation

is available for the tenant, greater hardship would be caused by granting the order or judgment than by refusing to grant it

FIRST SCHEDULE

(Section 109)

RENT CHARGEABLE FOR RESIDENTIAL ACCOMMODATION IN THE STATE

					MAXIMUM RENT CHARGEABLE FOR ACCOMODATION WITHIN			
Serial No.	Type and Units of Accommod ation	Type of construction	Condition and State of repairs	Amenitites Available	Enugu	Nsukka	Oji- River Townsh ip	All other Places in State
1.	Standard room of single room tenement measuring between 11 15 and 14 00 square metres	Store burnt brick or cement block walls and good standard finishing	Good state of structural and decorative repairs	Shared kitchen and sanitary conveniences (water cistern in water closet and bath/shower	N80.00 per month	N60.00 per month	N50.00 per month	N40.0 0 per month

2.	Standard room of single room tenement measuring between 11 15 and 14 00 square metres	Store burnt brick or cement block walls and good standard finishing	Good state of structural and decorative repairs	Shared kitchen and sanitary conveniences (water cistern in water, earth closet and bath/shower connected to the premises from the water main	N60.00 per month	N50.00 per month	N40.0 per month	N30.0 0 per month
3.	Standard room of single room tenement measuring between 11 15 and 14 00 square metres	Store burnt brick or cement block walls and good standard finishing	Good state of structural and decorative repairs	Shared kitchen and sanitary conveniences , earth closet water not connected to the premises from the water main	N50.00 per month	N40.00 per month	N40.00 per month	N30.0 0 per month

FIRST SCHEDULE

(Section 109)

RENT CHARGEABLE FOR RESIDENTIAL ACCOMMODATION IN THE STATE

MAXIMUM RENT CHARGEABLE FOR ACCOMODATION WITHIN
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Serial No.	Type and Units of Accommodation	Type of construction	Condition and State of repairs	Amenitites Available	Enugu	Nsukka	Oji-River Towns hip	All other Places in State
4.	Standard room of single room tenement measuring between 11 15 and 14 00 square metres	Mud walls cement rendered internally with good finishing	Good state of structural and decorative repairs	Shared kitchen and sanitary conveniences premises from the water	N40.00 per month	N30.00 per month	N30.00 per month	N20.0 0 per month
5.	Standard room of single room tenement measuring between 11 15 and 14 00 square metres	Mud walls cement rendered internally with good finishing	Good state of structural and decorative repairs	Shared kitchen and sanitary conveniences, water connected to the water main	N40.00 per month	N30.00 per month	N20.0 per month	N20.0 0 per month

6.	Standard room of single room tenement measuring between 11 15 and 14 00 square metres	Mud walls cement rendered internally corrugate d iron sheet roof	Good state of structural and decorative repairs	Shared kitchen and sanitary conveniences, earth closet water not connected to the premises from the water main	N40.00 per month	N30.00 per month	N30.00 per month	N20.00 per month
7.	Standard room of single room tenement measuring between 11 15 and 14 00 square metres	Mud walls cement rendered internally , iron sheets roof covering floor	Good state of structural and decorative repairs	Shared kitchen and sanitary conveniences, earth closet water not connected to the premises from the water main	N30.00 per month	N20.00 per month	N20.00 per month	N20.00 per month

FIRST SCHEDULE

(Section 109)

RENT CHARGEABLE FOR RESIDENTIAL ACCOMMODATION IN THE STATE

MAXIMUM RENT CHARGEABLE FOR ACCOMODATION WITHIN
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Serial No.	Type and Units of Accommodation	Type of construction	Condition and State of repairs	Amenities Available	Enugu	Nsukka	Oji-River Towns	All other Places in State
							hip	
8.	Standard room of single room tenement measuring between 11 15 and 14 00 square metres	Mud walls thatched roof, earth floor	Good state of structural and decorative repairs	Shared kitchen and sanitary conveniences a water connected to the premises from the water main	N30.00 per month	N20.00 per month	N20.00 per month	N20.00 per month
9.	Standard room of single room tenement measuring between 11 15 and 14 00 square metres	Mud walls thatched roof, earth floor	Good state of structural and decorative repairs	Shared kitchen and sanitary conveniences a water connected to the premises from the water main	N20.00 per month	N20.00 per month	N20.00 per month	N20.00 per month
10.	High density area residential bungalow of four bedroom, or more	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N1.00 per month	N300.00 per month	N600.00 per month	N400.00 per month

sitting room,
kitchen and
sanitary
conveniences
(water
cistern)

11.	High density area residential flat of four bedrooms, or more sitting room, kitchen and sanitary conveniences (water cistern)	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern	N600.00 per month	N400.0 0per month	N300.0 0 per month	N200. 00 per month
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12.	High density area residential bungalow or storeyed building of three bed rooms, sitting room, kitchen, pantry and sanitary	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N800.00 per month	N700.0 0per month	N600.0 0 per month	N500. 00 per month
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conveniences

(water

cistern)

FIRST SCHEDULE

(Section 109)

RENT CHARGEABLE FOR RESIDENTIAL ACCOMMODATION IN THE STATE

					MAXIMUM RENT CHARGEABLE FOR ACCOMODATION WITHIN			
Seri al No.	Type and Units of Accommod ation	Type of construction	Condition and State of repairs	Amenitites Available	Enugu	Nsukka	Oji- River Township	All other Places in State
13.	High density area residential flat or three bed rooms, sitting room, kitchen, pantry and sanitary conveniences (water cistern)	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N500.00 per month	N400.0 0 per month	N300.0 0 per month	N300. 00 per month

14.	High density area residential bungalow or of two bed rooms, sitting room, kitchen, pantry and sanitary conveniences (water cistern)	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N600.00 per month	N500.00 per month	N400.00 per month	N300.00 per month
15.	High density area residential flat of two bed rooms, sitting room, kitchen, pantry and sanitary conveniences (water cistern)	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N400.00 per month	N300.00 per month	N300.00 per month	N200.00 per month

FIRST SCHEDULE

(Section 109)

RENT CHARGEABLE FOR RESIDENTIAL ACCOMMODATION IN THE STATE

MAXIMUM RENT CHARGEABLE FOR ACCOMODATION WITHIN
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Serial No.	Type and Units of Accommodation	Type of construction	Condition and State of repairs	Amenities Available	Enugu	Nsukka	Oji-River Towns	All other Places in State
							hip	State
16.	High density area residential bungalow of one bed room, sitting room, kitchen, pantry and sanitary conveniences (water cistern)	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N400.00 per month	N300.00 per month	N300.00 per month	N200.00 per month
17.	High density area residential flat of one bed room, sitting room, kitchen, pantry and sanitary conveniences (water cistern)	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N150.00 per month	N150.00 per month	N100.00 per month	N100.00 per month

18.	Low density area bungalow of storeyed building of two bed rooms, sitting room, kitchen, pantry and sanitary conveniences (water cistern)	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N9,000.00 per month	N7,000.00 per month	N7,000.00 per month	N6,000.00 per month
19.	Low density area flat of two bedrooms, sitting rooms	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N6,000.00 per month	N5,000.00 per month	N5,000.00 per month	N4,000.00 per month
20.	Low density area bungalow of storeyed building of two bed rooms, sitting room with all the conveniences	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences (water cistern)	N12,000.00 per month	N11,000.00 per month	N10,000.00 per month	N9,000.00 per month

FIRST SCHEDULE

(Section 109)

RENT CHARGEABLE FOR RESIDENTIAL ACCOMMODATION IN THE STATE

					MAXIMUM RENT CHARGEABLE FOR ACCOMODATION WITHIN			
Seri al No.	Type and Units of Accommod ation	Type of construction	Condition and State of repairs	Amenitites Available	Enugu	Nsukka	Oji- River Towns hip	All other Places in State
21.	Low density area flat of three bedrooms, sitting rooms with all the conveniences	Stone, brick or cement block walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences boys quarters, garage	N6,500.00 per month	N6,000. 00 per month	N6,000 .00 per month	N5,00 0.00 per month
22.	Low density area wing of duplex bungalow of storeyed building of three or more bed rooms,	Stone, brick or cement block walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences boys quarters, garage	N9,000.00 per month	N7,000. 00per month	N7,000 .0 per month	N6,00 0.00 per month

sitting room,
with all the
conveniences

23.	Low density area bungalow of two or more building of two bed rooms, sitting room, with all the conveniences	Stone, brick or cement block walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences boys quarters, garage	N14,000.0 0 per month	N12,000 .00per month	N10,00 0.00 per month	N8,00 0.00 per month
24.	Low density area flat of four or more bed rooms, sitting room, with all the conveniences	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences boys quarters, garage	N10,000.0 0 per month	N8,000. 00per month	N6,000 .00 per month	N6,00 0.00 per month

25.	Low density area duplex (bungalow or storeyed) building containing four or more bed rooms, sitting room, with all the conveniences	Stone or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences boys quarters, garage	N20,000.00 per month	N17,000.00 per month	N15,000.00 per month	N13,000.00 per month
26.	Low density area family house of two floor building containing four or more bed rooms, sitting room, with all the conveniences	Stone, brick or cement walls and good standard finishing	Good state of structural and decorative repairs	Kitchen pantry and private sanitary conveniences boy's quarters, garage	N20,000.00 per month	N17,000.00 per month	N15,000.00 per month	N13,000.00 per month

THIRD SCHEDULE

Section 147

(Section 148 and 173)

Form A

GENERAL FORM OF TITLE OF PROCEEDINGS

{For use in the High Court}

IN THE HIGH COURT OF ENUGU STATE OF NIGERIA

Suit No, 20

BETWEEN -----Plaintiff

AND -----Defendant

(For use Magistrate 's Court)

IN THE MAGISTRATES' COURT

Section 147

In the Magistrate's Court of the -----Magisterial District

Suit No, 20

BETWEEN -----Plaintiff

AND -----Defendant

Form B

NOTICE TO QUIT, SIGNED BY THE LANDLORD HIMSELF

To C.D.

Sir

I hereby give you notice to quit and deliver up possession of the house or farmland and premises, with the appurtenances situate at..... in town, Local Government Area of, which you hold of me as tenant thereof, on the day of next (or at the expiration of your tenancy shall expire next after the end of..... month s from the service of this notice

DATED the day of, 20

Yours, etc

THIRD SCHEDULE—continued

form c

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

To CD.

Sir,

I hereby as agent or legal practitioner for AB, your landlord, and on his behalf give you notice to quit and deliver up possession of the house or farmland and premises, with the appurtenances, situate at..... in the town of In the Local Government Area of..... which you hold of him as tenant thereof, on the day of next or at the expiration of your tenancy which shall expire next after the end of.....months from the service of this notice.

DATED this ... day of..... 20.....

.....
*Agent or (Legal Practitioner) for the
above-named A.B.*

FORM D
NOTICE BY LANDLORD TO QUIT LODGINGS

To C.D

Section 147

Sir,

I hereby give you notice to quit and deliver up onthe day of 20..... the rooms or apartments with the appurtenances in my house.....which you now hold of me.

DATE thisday of20

Signed A. B

Form E

Section 147

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

To C.D

Sir

I (owner, or agent to the owner, as the case may be) do hereby give you notice that unless peaceable possession of the premises shortly described, situate at which were held of me (or of the said as the case may be under a tenancy from year to year (or as the case may be) with 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 detained from the said.....be give to..... (the owner *or* agent) on or before the expiration of

THIRD SCHEDULE -- continued

seven clear days from the service of this notice, I shall onnext, the.....day at o'clock of the same day, at apply to the court to issue a warrant directing an appropriate person to enter and take possession of the premises, and to eject any person therefrom

DATE this day of20

Signed
owner of Agent

Form F

Section 147

**WRIT OR PLANT AGAINST TENANT OR PERSON REFUSING TO DELIVER
UP POSSESSION**

(APPROPRIATE GENERAL TITLE- Form A)

The plaintiff is entitled to the possession of premises described shortly situate at which were let by the plaintiff to the defendant for under the rent of N which said tenancy expired (or was determined by notice to quit by the plaintiff as the case may be on the day of 20 and on the day of the plaintiff did serve on live defendant a notice h» writing of his intention to apply to recover possession of the said premise a duplicate of which notice is hereto annexed by (describe the mode in which the service was effected, and that not Withstanding the said notice the said defendant refused or neglected to deliver up possession of the said premises, and still detains the same.

The plaintiff claims possession and N for arrear of rent and N for means profits.

Or, the plaintiff claims possession and N for arrears of rent and mesne profile at the rate of N per being at the rate of the said premises, from the for 20 until possession is given up.

Signed

Form G

Section 147

**SUMMONS FOR RECOVERY OF POSSESSION OF TENEMENTS
(APPROPRIATE GENERAL TITLE ----Form A)**

You are hereby summoned to appear before the court at on the

day of 20, in the noon, to answer the plaintiff's claim or recover

THIRD SCHEDULE -- continued

possession of situate at within the jurisdiction of this court on the ground state in the particulars of claim hereof annexed, and also to recover the sum of mentioned in the said particulars.

If you dispute the claim or have a counter-claim you should, within days after the service of this summons on you, inclusive of the day of service, and In the Registrar a defence or counter-claim for which the form below may be used.

If you dispute part only of the money claimed you may pay into court the amount admitted,

If you admit the whole or part of the claim and desire time for payment or giving possession you should within the said days send to the Registrar an admission for which the form below may be used.

Sending the form to the Registrar does not relieve you from appearing in court on the day named, but delay in sending a defence or admission or in giving possession or in paying into court may add to the costs

	N	k
Claim Fee for plaint legal practitioner's cost		
Total		
Amount of claim and costs		

To the Defendant

DATED this day of 20

.....

Officer Issuing Summons

Take notice that if you hold the above-mentioned premises as the tenant of any person other than the plaintiff you must give notice to that person, or to his agent, of this summons immediately. If it comes to your knowledge that you fail to do so you will be liable to forfeit three years' rent of the premises to him.

I dispute the plaintiff's claim because (state facts relied on in support of defence) or I admit the plaintiff's title and his right to immediate possession, and offer to give possession on the day of 20 I admit the claim for N (or admit N per thereof) and I ask leave to pay the same, with the cost in the day of 20, or by instalment of because or I have a counter-claim against the plaintiff for N

To be signed here—

.....

Defendant

Address to which notices to be sent

THIRD SCHEDULE —continued

Form H

Section 147

Appointment of appraisers (Appropriate General Title - Form A)

Upon hearing the plaintiff and the defendant herein it is ordered that E, F (or E, F, of and G, H, of), do enter upon the premises at in the town of in the local Government Area, lately in the occupation of the plaintiff and do estimate the present value of there (here set out and describe sufficiently or identification the things claimed by the plaintiff as improvement and do report to the court in writing thereon or before the day of, 20

And it is further ordered that plaintiff (or the defendant, or the plaintiff and the defendant, or as the case may be) do pay to the said E, F (and G, H) there set out the terms of remuneration to be made to the appraisers

Given under my hand thisday of20

Signed

Judge Magistrate

Form I

Report of Appraisers

Section 147

(Appropriate General Title – Form A)

L, (we), E, F, of (and G, H., of) the appraiser(s) appointed herein, under an order dated the day of 19 having viewed the premises mentioned in the order aforesaid to appraise and value the same at the sum of as hereinafter detailed

(Here set forth the particulars of the valuation)

As witness my (our) hand (s), thisday of 20

SignedE, F

(.....G, H))

THIRD SCHEDULE—continued

Form J

Judgment for Plaintiff in Action for Recovery of Premises

(Appropriate General Title— Form A)

IT IS ADJUGED that the plaintiff do recover against the defendant possession of the premises mentioned in the particular of claim annexed to the summons in this action, that this is to say (here describe the property as set out in the particulars).

AND/OR, IT IS (FURTHER) ADJUDGED that the plaintiff recover from the defendant N for rent and mesne profits from the... day of 20....., up to the date hereof and further mesne profits at the same rate up at the time of obtaining possession.

AND It IS ORDERED that the defendant do give the plaintiff possession of the said premises on the day of, 20

AND OR, IT IS (FURTHER) ORDERED that the plaintiff recover from the defendant N for rent and mesne profits from the..... day of 20 or by instalments of N for every the first instalment to be paid on the day of, 20 (or as may be ordered).

AND/OR, IT IS (FURTHER) ORDERED that that defendant to day to the Registrar of this Court the total sum of Nbeing arrears of rent and mesne profits, to the date hereof on or before the day of 20 and that defendant do further pay to the Registrar of this Court mesne profits at the rate of N per from the hereof to the date on which possession of the premises is delivered up within fourteen or as may be days on the date on the delivery of the said premises

TAKE NOTICE — That If possession be not given and payment made as above order a warrant, or warrants, may issue requiring an officer of the court to give possession of the said land to the plaintiff, and to levy sum of above-mentioned, together with further costs.

Form k

**Judgment in an Action for Recovery of Premises plaintiff whose Title has expired before
the Return Day
(Appropriate General Title -- From A)**

IT IS ADJUDGED that the plaintiff was on theday of20....., and thence until and at the time of the entry of the plaint and of the service of the summons in this action entitled to recover against the defendant possession of the property mentioned in the particulars annexed to the summon in this action, that is to say hero describe the property as set out in the particulars but his title to the same has since that time and before this day expired:

AND 1T IS FURTHER ADJUDGED that the plaintiff do recover against the defendant the sum of N for cost:

AND IT IS ORDERED that defendant do pay the said sum to the Registrar of this Court on the..... day of ..._..... 20,

Form L

**Judgement for Plaintiff in Action for Recovery of Premises for Non-Payment of Rent
(Appropriate General Title-- Form A)**

IT IS ADJUDGED that the plaintiff is entitled to recover against the defendant possession of the premises mentioned int eh particulars annexed to the summons in this action, that is to say (here describe the premises us set out in the particulars] the rent of the said premises amounting to N being in arrear and the plaintiff having a right of re-entry respect thereof.

AND IF IS ADJUDGED that the plaintiff do recover against the defendant the sum of N for the arrears of rent aforesaid and lhe sum of N for costs amounting together to the sum of N.....

AND IT IS ORDERED that the defendant do pay the said sum of N to the Registrar of this Court on or before the day of20. ... [a date not less than four weeks from the date of the order]

AND IT IS ORDERED that the defendant do give to the plaintiff possession of the said land on or before the said day of 20, unless the said rent in arrear and costs be paid into Court before such day of20.....

TAKE NOTICE — That if you do not pay the said rent and costs, or give such possession, a warrant or warrants may issue requiring the bailiff of the Court to Give possession of the said premises lo the plaintiff, and to levy the sum of N above- mentioned, together with further costs.

Form M

Judgment far Defendant in Action for Recovery of Premises

(Appropriate General Title — Form A)

IT IS ADJUDGED that the plaintiff is not entitled to recover possession of the land mentioned in the particular, annexed to the summons m 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 do recover against the plaintiff the sum of for costs.

AND IT IS ORDERED font foe plaintiff do pay the same to the Registrar of this Court on or before theday of....., 20.....

Form N

Warrant for Possession of Premises

(Appropriate General Title Form A)

WHEREAS at a Court holding on the day of 20 it was adjudged to the summons in this action, that is to say [describe the premises as set out in particulars}, and it was ordered that the defendant should give the plaintiff possession of the said land on the day of 20..... [Add, where judgment for forfeiture of non-payment of rent unless the rent in arear for the said land, amounting to....., were paid into Court on or before the.....day of..... 20]

[AND IT WAS ADJUDGED that the plaintiff should recover against the defendant the sum of N..... for costs, making together the sum of N and it was ordered that the defendant should pay the last mentioned sum to the Registrar of this Court on the day of 20..... (or by instalments of N for every),]

AND WHEREAS the defendant has not obeyed the said order;
These are thereafter authorised and require you forthwith to give possession of the said premises to the plaintiff.

And these are therefore to require and order you forthwith to make and levy the amount due In the plaintiff under the said judgment (or order) together with I he costs of the warrant and the cost of executing the same and sale of the goods and chattels of the defendant (if there are more defendants that nee, name the defendant against whose goods the wearing apparel and bedding of him and his family and the took and implements of hits trade to the value of ten naira) and also by seizing und taking any money, bank notes, cheques, bills, of exchange, promissory notes, bonds or other securities for money belonging to the defendant which may there be found, or such part or so much thereof as may be sufficient to satisfy this execution, and to bring what you shall have so levied into Court, and to make return at what you base done under this warrant immediately upon the execution thereof

DATE this day of, 20

.....

Judge Magistrate

To (officer of Court]

(Rend and mesne Profits]

₦ K

Cost

Fee For issuing this warrant.....

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

Application was made to the Registrar for t is warrant at..... minute past the hour of..... in the noon of the day last above-mentioned.

Notice, — The good and chattels are not 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.

THIRD SCHEDULE—continued

Form O

Section 147

**Certificate of Execution of Warrant of Possession
(Appropriate General Title-Form A)**

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

DA TED thisday of20

Signed.....

Person executing the warrant

SUBSIDIARY LEGISLATION
(Nio subsidiary Legislation)