

# LANDLORD-TENANT LAW

## FREQUENTLY ASKED QUESTIONS ON LANDLORD AND TENANT

### **1. Which law is applicable to Landlord and Tenant in Lagos State?**

**Answer:** The applicable law with respect to Landlord and Tenant matters in Lagos State is the Lagos State Tenancy Law 2011 ("Tenancy Law"). This law however does not apply to properties in Apapa, Ikeja GRA, Ikoyi and Victoria Island as seen in Section 1(3) of the Tenancy Law.

By virtue of Section 1(2) of the Tenancy Law, the law is also not applicable to Residential premises that are:

- a. Owned or operated by an educational institution for its staff and student,
- b. Used as an emergency shelter,
- c. In a care or hospice facility,
- d. In a public or private hospital or a mental health facility,
- e. Used in the provision of rehabilitative or therapeutic treatment.

### **2. Which law applies to Apapa, Ikeja GRA, Ikoyi and Victoria Island?**

**Answer:** The Law that applies to these four (4) exempted areas is the Rent Control and Recovery of Premises Law of Lagos State 1997.

### **3. Can a Landlord demand for an advance payment in excess of one year?**

**Answer:** It is wrong for a landlord to demand or receive rent in excess of one year.

Section 4 of the Tenancy Law prohibits the payment of an advance rent in excess of one year for a yearly tenant and payment in excess of six (6) months for a monthly tenant. Any landlord who receives rent in excess of one year is criminally liable to three months' imprisonment or a fine of One Hundred Thousand Naira (N100,000).

### **4. What document am I entitled to upon payment of my rent?**

**Answer:** By virtue of Section 5 of the Tenancy Law, a tenant is entitled to receive from the Landlord or his accredited representative a payment receipt evidencing the receipt of the rent as this would serve for record purposes and also as vital evidence of transaction in the event of a rent dispute.

The receipt shall state the date of payment, names and addresses of the landlord and tenant, description and location of premises in respect of which the rent is paid, amount of rent paid, and the period to which the payment relates.

However, a Tenancy Agreement can be requested for, which will state the terms of the tenancy.

It is important to note that Section 5 (3) of the Tenancy Law provides that any landlord who fails to issue a rent payment receipt to his tenant as prescribed under this Section shall be liable on conviction to a fine of One Hundred Thousand Naira (N100,000.00).

# TENANCY AGREEMENT

PARTIES

## 5. What duration of notice is the tenant entitled to receive before he can be evicted from the premises?

**Answer:** By virtue of Section 13 of the Tenancy Law, a yearly tenant is entitled to receive 6 months' Notice to quit before he is evicted from the premises. Half yearly and quarterly tenants are entitled to 3 months' notice, while monthly tenants are entitled to a month's notice.

It should be noted that the above only applies where there is no stipulation as to the requisite notices in the tenancy agreement. Where the parties have stated in their agreement the requisite notice required to determine the tenancy, such stated notice shall be applicable in determining the tenancy.

## 6. Where a tenant refuses to vacate or give up possession of the premises after the determination of the tenancy what can the Landlord do?

**Answer:** Section 16 of the Tenancy Law states that as soon as the Tenancy has been determined by a valid written Notice to Quit, upon the expiration of that notice, a statutory seven days' notice of owner's intention to recover possession of premises should be issued to the tenant. Where the tenant still neglects to vacate the premises, the landlord can then apply to court to recover premises.

However, by virtue of Section 13 (5) of the Tenancy Law, where the tenancy is for a fixed period and the tenant refuses to vacate or give up possession of the premises after the expiration of the fixed time of the tenancy, the landlord is only required to issue the statutory seven days' notice of owner's intention to recover possession of premises.

Where the seven days' notice elapses and the tenant still fails or refuses to give up possession of the property, the landlord can then apply to court to recover possession and claim arrears of rent or mesne profit, if any.

Section 44 of the Tenancy Law makes it a punishable offence by 6 months' imprisonment or a fine of ₦250,000.00 (Two Hundred and Fifty Thousand Naira) for a landlord to resort to self-help in evicting a tenant.

## 7. Can a tenant demand for compensation for noticeable improvements on a property done by him from the Landlord?

**Answer:** The implied covenants with respect to repairs is that the Landlord is responsible for the structural and common repairs, while the tenant is responsible for the interior and minor repairs arising from the use of the premises.

Where the Landlord defaults in making structural and common repairs and the repairs are carried out by the tenant, Section 6 (2) of the Tenancy Law provides that the tenant is entitled to be reimbursed, **provided that** he had obtained the written consent of the landlord before carrying out the repairs.

## 8. Can a tenant sublet part of the property leased out to him without the consent of the Landlord?

**Answer:** No, by virtue of Section 7 (6) of the Tenancy Law of Lagos State a tenant is prohibited from subletting any part of the premises without the written consent of the landlord.

# EVICTION NOTICE

## THE RENT CONTROL & RECOVERY OF PREMISES LAW OF LAGOS STATE 1997

This Law is applicable to the four exempted areas not covered by the Tenancy Law: Apapa, Ikeja GRA, Ikoyi and Victoria Island.

### **1. Can a Landlord demand for an advance payment in excess of one year?**

**Answer:** Section 4 of the Rent Control and Recovery of Premises Law of Lagos State states that it shall be unlawful for rent to be demanded or received in excess of three (3) months for individual tenants and twelve (12) months for commercial or institutional tenants.

### **2. What document am I entitled to upon payment of my rent?**

**Answer:** By virtue of Section 29 of the Rent Control and Recovery of Residential Premises Law landlords of premises are enjoined to issue rent receipts to their tenants.

Section 29 (2) of the Rent Control and Recovery of Residential Premises Law provides that any landlord who fails to issue the Rent Receipts shall be liable to a fine of N2, 500. 00 (Two Thousand, Five Hundred Naira) or to imprisonment for one (1) month.

### **3. What duration of notice is the tenant entitled to receive before he can be evicted from the premises?**

**Answer:** By virtue of Section 14 of the Rent Control and Recovery of Residential Premises Law, a yearly tenant is entitled to receive 6 months' Notice to Quit before he is evicted from the premises.

Half yearly and quarterly tenants are entitled to 3 months' notice, while a monthly tenant is entitled to a month's notice.

It should be noted that the above only applies where there is no stipulation as to the requisite notices in the tenancy agreement. Where the parties have stated in their agreement the requisite notice required to determine the tenancy, such stated notice shall be applicable in determining the tenancy.

### **4. Where a tenant refuses to vacate or give up possession of the premises after the determination of the tenancy what can the Landlord do?**

**Answer:** Answer: Section 13 of the Rent Control and Recovery of Residential Premises Law of Lagos State states that as soon as the Tenancy has been determined by a valid written Notice to Quit, upon the expiration of that notice, a statutory seven days' notice of owner's intention to recover possession of premises should be issued to the tenant. Where the tenant still neglects to vacate the premises, the landlord can then apply to court to recover premises.

Section 33(2) of the Rent Control and Recovery of Residential Premises Law of Lagos State makes it a punishable offence by 3 months' imprisonment or a fine of N50, 000. 00 (Fifty Thousand Naira) for a landlord to resort to self-help in evicting a tenant.

# EVICTION NOTICE

Date: \_\_\_\_\_  
Tenant: \_\_\_\_\_  
Address: \_\_\_\_\_

## **5. Can a tenant demand for compensation for noticeable improvements on a property done by him from the Landlord?**

**Answer:** Section 19 of the Rent Control & Recovery of Premises Law states that the tenant is entitled to be reimbursed **provided that** he had obtained the written consent of the landlord before carrying out the repairs.

## **6. Can a tenant sublet part of the property leased out to him without the consent of the Landlord?**

**Answer:** No, Section 11 of the Rent Control & Recovery of Premises Law provides that a tenant is prohibited from subletting any part of the premises without the written consent of the landlord.

*For further enquires please contact us at [info@aolegal.net](mailto:info@aolegal.net).*