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CHAPTER 144

RECOVERY OF PREMISES

A Law to make provision for the Recovery of Possession of Premises.

W.R. 1959.

Cap. 110.

OYS. 1978,

Cap 111.

[1st June, 1945]

PART 1

PRELIMINARY

Short Title and Interpretation

1. (1) This Law may be cited as the Recovery of Premises Law.

(2) The Governor may from time to time by order declare that the provisions of this Law 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 towns, villages, places or areas as may be specified in the order:

Short title
and applica-
tion.

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 Law still applied to the town, village, place or area in which are situate the premises in question.

(3) Where the provisions of this Law* are withdrawn from any town, village, place or area by order as aforesaid such withdrawal shall remain operative only so long as there is in force an order effecting such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

2. (1) In 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 authorised 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;

Interpreta-
tion.

*The provisions of this Law do not apply to the operation of the provisions of the Residential Accommodation (Rent Control) Law (Cap. 141)

“landlord” in relation to any premises means the person entitled to the immediate reversion of the premises or if the property therein is held in joint tenancy or tenancy in common, any of the persons entitled to the immediate reversion, and includes the attorney or agent of any such landlord, and also 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 person 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 any 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;

“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 jurisdiction made under the law by which such courts were established or any law amending the same;

“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.

Forms.
Schedule.

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

Jurisdiction

General juris-
diction.

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

Costs in the
High Court.

4. 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 *bona fide* 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.

5. 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 claims through, such third person.

Jurisdiction of magistrate not normally ousted where question of title of third person arises.

6. 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 the limit of the civil jurisdiction of the presiding magistrate 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 the limit of the civil jurisdiction of the presiding magistrate, and
- (b) the judgment of the court shall be in full discharge of all demands in respect of the particular cause of action.

PART 2

PROCEEDINGS LEADING UP TO JUDGMENT

Notices to Quit and of Intention to Recover Possession

7. 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 Forms B, C or D, whichever is applicable to the case, or otherwise duly determined and such tenant, or, if such tenant

Tenant refusing or neglecting to give up possession.

Notice to
quit.
Forms B, C
or D.

Form E.

does not actually occupy the premises or only occupies a part thereof, any person by whom the same or any part thereof shall then be 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 his agent may cause the person so neglecting or refusing to quit and deliver up possession to be served, in the manner hereafter 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.

Length of
notice to
determine
certain terms.

8. (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 if such crops were crops which are normally 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.

9. Notices referred to in section 8 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 8.

Summons

Landlord's
notice of
intention to
recover.
Form F.

Form G.

10. (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.

Form J.

11. 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 plaintiff's immediate tenant, such subtenant 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 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.

12. The landlord may, either together with his writ or plaint for the recovery of the premises or in answer to any claim or counterclaim 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.

Landlord may claim for mesne profits.

13. 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 profits.

14. 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.

15. 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.

Court may
hear cross-
claim with
claim to
recover the
land.

16. A tenant may at any time make any claim or counterclaim 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 counterclaim, together with any claim to recover possession of the holding in respect of which the counterclaim is made:

Provided that—

- (a) in the case of a counterclaim, notice in writing of the particulars of such counterclaim 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 counterclaim.

Appraisers

Court may
appoint
person to
value
improve-
ments.
Form H.
Form I.

17. (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 counterclaim, 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.

LFN, 1990.
Cap. 411

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

Report of
appraiser to
be evidence.

18. 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.

19. (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 premises; and
- (f) of the service of the summons, if the defendant does not appear thereto,

the court may order as in Forms 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. Forms J, K or L.

(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 as in Form M. Form M.

20. Where a landlord is entitled to possession of any premises, the court may issue a warrant of possession, notwithstanding that the counterclaim is undetermined or unsatisfied. Warrant of possession may issue at any time.

PART 3

EJECTMENT

21. 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.

22. 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. Form N. Form O.

23. 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 delivery of possession of the premises in question, and shall continue in force for 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.

Warrant of possession justifies entry on premises.

24. 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:

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

Protection of officers of the court.

25. 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.

26. 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 one hundred *naira* or to imprisonment for six months or to both such fine and imprisonment.

Penalty on person unlawfully retaking possession.

27. 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 one hundred *naira* or to imprisonment for six months or to both such fine and imprisonment.

PART 4

MISCELLANEOUS

Service

Service of process.

28. Service of any notice of determination of a tenancy or of a notice to quit 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 shall either not be known, or admission thereto cannot be obtained for serving any 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

29. Where the landlord at the time of applying for a warrant of possession as aforesaid had 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:

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

Provided that if the special damage so claimed be not proved, the defendant shall be entitled to a 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 before whom the trial shall have been held shall certify upon the record that full costs ought to be allowed.

Appeal

30. 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

31. (1) Subject to the express provisions, if any, of the rules the forms contained in the 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.

SCHEDULE

FORM A

General Form of Title of Proceedings

(FOR USE IN THE HIGH COURT)

IN THE HIGH COURT OF OYO STATE OF NIGERIA

In the High Court of the Judicial Division.

Suit No. 20

Between Plaintiff,

and

..... Defendant

(FOR USE IN MAGISTRATES' COURTS)

In the Magistrates' Court

In the Magistrates' Court of the Magisterial district

Suit No. 20

Between Plaintiff,

and

..... Defendant

s. 7.

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 the town [or district] of, in the Province of, which you hold of me 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 the day of, 20

Yours, etc.

FORM C

s. 7.

Notice to Quit, given by an Agent or Solicitor of the Landlord

To C.D.,

Sir,

I hereby, as agent [or Solicitor] for [A.B.], 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 [or district] of , in the Province 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

Signed Agent [or Solicitor] for the above-named A.B.

FORM D

s. 7.

Notice by Landlord to Quit Lodgings

To C.D.

Sir,

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

DATED this day of, 20.....

Signed A.B.

FORM E

s. 7.

Notice to Tenant of Owner's Intention to Apply to Recover Possession

To C.D.

Sir,

I, , (owner, or agent to , the owner, as the case may be) do 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) which expired (or was determined by notice to quit from the said),

(or otherwise as the case may be) on the day of, and which premises are now held over and detained from the said be given to (the owner or agent) on or before the expiration of seven clear days from the service of this notice, I,, shall on next, the day of, 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 said premises, and to eject any person therefrom.

DATED this day of, 20

Signed
Owner or Agent

s. 10.

FORM F

Writ or Complaint Against Tenant or Person Refusing to Deliver Up Possession

(APPROPRIATE GENERAL TITLE—FORM A)

The plaintiff is entitled to the possession of premises (*describe shortly*) situate at, which were let by the plaintiff to the defendant for under the rent of ₦, which said tenancy expired (*or was determined by notice to quit, given by the plaintiff as the case may be*) on the day of, 20, and on the day of, 20, the plaintiff did serve on the defendant a notice in writing of his intention to apply to recover possession of the said premises (a duplicate of which notice is hereto annexed), by (*described the mode in which the service was effected*); and that notwithstanding 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 ₦ for arrears of rent and ₦ for mesne profits.

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

Signed

s. 10.

Form G

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, at the hour of

..... in the noon, to answer the plaintiff's claim to recover possession of situate at the particulars of claim hereto 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, send to 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.

| | ₦ | k |
|--|---|---|
| Claim Fee for plaintiff Solicitor's costs. | | |
| Total amount of claim and costs. | | |

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.

To the Defendant

DATED this day of, 20

.....
Officer Issuing Summons

Taking 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 it comes to your knowledge. If you fail to do so you will be liable to forfeit three years' rent of the premises to him. s. 11.

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 ₦ (or I admit ₦ part thereof) and I ask leave to pay the same, with the costs on that amount, on the day of because or I 20 , or by instalments of ₦ To be signed here—

.....
Defendant

Address to which notices to be sent—

Form H

s. 17.

Appointment of Appraisers

(APPROPRIATE GENERAL TITLE—FORM A)

Upon hearing the plaintiff and the defendant herein it is ordered that E.F, of (or, E.F., of and G.H., of), do enter upon the premises at, in the town (or district) of, in this Province, lately in the occupation of the plaintiff and do estimate the present value of (here set out and describe sufficiently for identification the things claimed by the plaintiff as improvements) and do report to the Court in writing thereon on or before theday of, 20

And it is further ordered that the 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.) (here set out the terms of remuneration to be made to the appraisers).

Given under my hand this day of, 20

(Signed)
Judge/Magistrate

s. 17.

FORM I

Report of Appraisers

(APPROPRIATE GENERAL TITLE—FORM A)

I, (We) E.F., of (and G.H., of) the appraiser(s) appointed herein, under an order dated theday of, 20, having viewed the premises mentioned in the order aforesaid to appraise and value the same at the sum of ₹....., as hereinafter detailed, viz.—

(Here set forth the particulars of the valuation)

As witness my (our) hand(s), this day of, 20

(Signed)E.F.

(.....G.H.)

FORM J

s. 19.

Judgment for Plaintiff in Action for Recovery of Premises

(APPROPRIATE GENERAL TITLE—FORM A)

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

And/Or, It is (further) adjudged that the plaintiff do recover against the defendant the sum of ₦ for rent and mesne profits (or as the case may be) and ₦ for costs, making together the sum of ₦

And/Or, It is (further) adjudged that the plaintiff recover from the defendant ₦ for rent and mesne profits from the day of, 20, up to the date hereof and further, mesne profits at the same rate up to the time of obtaining possession. s. 10.

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 defendant do pay to the Registrar of this Court the total sum above-mentioned, on or before the day of, 20, or by instalments of ₦ for every the first instalment to be paid on the day of, 20(or as may be ordered).

And/Or, And it is (further) ordered that the defendant do pay to the Registrar of this Court the sum of ₦ being arrears of rent and for mesne profits to the date hereof on or before the day of, 20, and that the defendant do further pay to the Registrar of this Court mesne profits at the rate of ₦ per from the date hereof to the date on which possession of the premises is delivered up within fourteen (or as may be) days of the date of delivery of the said premises. s. 10.

Take notice.—That is possession be not given and payment made as above ordered 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 the sum of ₦above-mentioned, together with further costs.

s. 19.

FORM K

Judgment in an Action for Recovery of Premises for Plaintiff whose Title has Expired Before the Return Day

(APPROPRIATE GENERAL TITLE—FORM A)

It is adjudged that the plaintiff was on the day of, 20, 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 summons in this action: that

is to say (*here 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 it is further adjudged that the plaintiff do recover against the defendant the sum of ₦ for costs.

And it is ordered that the defendant do pay the said sum to the Registrar of this Court on the day of, 20

s. 19.

FORM L

Judgment 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 in the particulars annexed to the summons in this action, that is to say (*here describe the premises as set out in the particulars*) the rent of the said premises amounting to ₦ being in arrears and the plaintiff having a right of re-entry in respect thereof.

And it is adjudged that the plaintiff do recover against the defendant the sum of ₦ for the arrears of rent aforesaid and the sum of ₦ for costs, amounting together to the sum of ₦

And it is ordered that the defendant do pay the said sum of ₦ to the Registrar of this Court on or before the day of, 20 (*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 of, 20

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 to the plaintiff, and to levy the sum of ₦ above-mentioned, together with further costs.

s. 19.

FORM M

Judgment for 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 particulars annexed to the summons in this action; that is to say (*describe the premises as set out in the particulars*).

And it is adjudged that judgment be entered for the defendant, and that the defendant do recover against the plaintiff the sum of ₦ for costs.

And it is ordered that the plaintiff do pay the same to the Registrar of this Court on or before the day of, 20

FORM N

s. 22.

Warrant for Possession of Premises for Non-Payment of Rent

(APPROPRIATE GENERAL TITLE—FORM A)

Whereas at a Court holden on the day of, 20, it was adjudged that the plaintiff was entitled to possession of the premises mentioned in the particulars annexed to the summons in this action; that is to say (describe the premises as set out in the particulars), and it was ordered that the defendant should give the plaintiff possession of the said land on the day of, 20 (Add where judgment for forfeiture for non-payment of rent, unless the rent in arrears for the said land, amounting to ₦, where 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 ₦ for rent and mesne profits and ₦ for costs, making together the sum of ₦ 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 ₦ for every

And whereas the defendant has not obeyed the said order:

These are therefore to authorise 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 to the plaintiff under the said judgment (or order) together with the costs of this warrant and the costs of executing the same, by distress and sale of the goods and chattels of the defendant (if there are more defendants than one, name the defendant against whose goods the execution is issued) wheresoever they may be found within the district of this Court (except the wearing apparel and bedding of him and his family and the tools and implements of his trade to the value of ten naira) and also by seizing and 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 of what you have done under this warrant immediately upon the execution thereof.

DATED this day of, 20

Judgel Magistrate

To (Officer of Court)
(Rent and Mesne Profits)

Table with 2 columns: Description and Amount. Rows include Costs, Fee for issuing this warrant, Total amount to be levied with fees for execution of warrant as indorsed hereon.

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

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

s. 22.

Form O

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.

DATED this day of, 20

Signed
Person executing the warrant

SUBSIDIARY LEGISLATION

List of Subsidiary Legislation

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| 1. Recovery of Premises (Withdrawal of Application to Certain Areas) Order in Council | 70 |

Order No. 10
of 1946.
(s. 1.)

RECOVERY OF PREMISES (WITHDRAWAL OF
APPLICATION TO CERTAIN AREAS) ORDER
IN COUNCIL

Short title.

1. This Order in Council may be cited as the Recovery of Premises (Withdrawal of Application to Certain Areas) Order in Council.

Cap. 144.

2. The provisions of the Recovery of Premises Law shall not apply to Oyo State.

CHAPTER 145

RENT (INCREASE RESTRICTION)

ARRANGEMENT OF SECTIONS

Section

1. Short title.
2. Interpretation.
3. Special meaning of "premises".
4. Sub-tenants deemed to be tenants of landlord.
5. Power of Governor to fix rents.
6. (1) Receipt of increased rent unlawful without an order of court.
(2) Permitted increase of rents.
(3) "repairs".
7. Recovery of rent unlawfully received.
8. (1) Transfer of liability to tenant.
(2) Transfer of liability to landlord.
9. Rent of vacant and new houses.
10. Service of notices.
11. Orders of a court.
12. Restriction on ejection.
13. Limitation on orders and judgments.
14. Sub-tenants not affected by ejection of tenant.
15. No premium to be charged in respect of a tenancy.
16. Power to decontrol.
17. Substitution of dates in certain cases.
18. Power to permit increases in rent.
19. All courts to conform.
20. Rules.
21. Saving.

FIRST SCHEDULE

POSSESSION OR EJECTION WITHOUT PROOF OF ALTERNATIVE
ACCOMMODATION

SECOND SCHEDULE

FORM OF NOTICE BY LANDLORD

CHAPTER 145

RENT (INCREASE RESTRICTION)

A Law to Control and Regulate the Increase of Rent and Recovery of Possession of Premises in Certain Areas. W.R. 1959.
Cap. 111.
OYS. 1978
Cap. 112.
[25th February, 1946]

1. (1) This Law may be cited as the Rent (Increase Restriction) Law. Short title and application.

(2) This Law shall apply to any place or area within the State to which the provisions of the Nigeria Defence (Increase of Rent) (Restriction) Regulations, 1942, have been applied under the provisions of regulation 1 of those Regulations and are still so applied on the date on which this Law comes into operation.* Regulations 59 of 1942.

(3) The Governor may by order direct that this Law shall apply with any exceptions, adaptations or modifications as may be specified in any such order to any other place or area within the State.

(4) The Governor may by order direct that this Law shall apply with any exceptions, adaptations or modifications as may be specified in any such order to any particular premises, class or classes of premises.

2. In this Law—

“court” means the High Court or, to the extent of its powers, a magistrate’s court which has jurisdiction in the place where the premises are situate, but save for the purposes of section 19 does not include a customary court established under the provisions of any Law; Interpretation.

“health officer” means a health officer as may from time to time be defined in the Public Health Law; Cap. 135.

“landlord” except for the purposes of section 4 includes a landlord or sub-landlord and any person from time to time deriving title from the original landlord or sub-landlord;

“net rent” means, where the landlord paid the rates chargeable on the occupier, the rent fixed under the provisions of this Law less the amount of such rates, and in any other case the rent fixed under this Law;

* This Law came into operation on the date on which the Nigeria Defence (Increase of Rent) (Restriction) Regulations No. 59 of 1942, as from time to time amended, ceased to have effect. It has not been applied to any part of Oyo State.

“rent” includes any sum paid as rent or hire for the use of furniture where the premises are let furnished or where premises are let and the furniture therein is hired by the landlord to the tenant and also, in the absence of any agreement to the contrary, any sum paid in respect of electric light and conservancy charges:

Provided that this definition shall not include any agreement for the letting or hiring of furnished rooms with board.

Special meaning of “premises”.

Regulations 59 of 1942.

3. (1) Unless and until the same be modified or extended by any order made under the provisions of section 1 the expression “premises” shall for the purposes of this Law include any dwelling-house and any other building in which persons dwell, whether or not a part thereof is used as a shop, and any part of any premises let or sub-let separately, and if the definition of the expression “premises” has been extended by order under regulation 3 of the Nigeria Defence (Increase of Rent) (Restriction) Regulations, 1942, in respect of any area or areas in the State, the expression “premises” shall for the purposes of this Law, be deemed to include this extended definition in respect of the area or areas in the State to which such order applied.

(2) Where the definition of “premises” is extended in respect of any place or area by an order made under section 1 and by reason of such extension any buildings or class of buildings which prior to such order had not been subject to the provisions of this Law becomes so subject, the Governor, by the same order, state the retrospective date on and from which the provisions of this Law shall operate in respect of any buildings or class of buildings included in such extension and, upon such date being so given, the provisions of this Law shall be construed to operate in respect of such buildings or class of buildings in such area as if for the date “the 1st day of July, 1941” hereinafter contained there were substituted the retrospective date so stated in the order.

(3) Where the definition of “premises” is modified in respect of any area by an order made under section 1 and by reason of such modification any buildings or class of buildings which, prior to such order, had been subject to the provisions of this Law, ceases to be so subject, the Governor may, by the same order, state the date on and from which such buildings or class of buildings shall be deemed to be decontrolled and such buildings or class of buildings shall be so decontrolled subject to the rights or liabilities of any person which have arisen or which may arise in respect of the period during which such buildings or class of buildings were subject to the provisions of this Law.

4. Where a landlord has let, whether before or after the coming into operation of this Law in respect of the place or area in which the premises are situate, any premises and his tenant, not being expressly prohibited in writing from sub-letting, sub-lets such premises or any part thereof, the sub-tenants of such premises or any part thereof shall be deemed for the purpose of this Law to be tenants of the landlord.

Sub-tenants deemed to be tenants of landlord.

5. The Governor may by order fix a maximum rent for any premises, class or classes of premises within any place, area or part of the State to which this Law applies or is made to apply, in cases where the normal net rent of such class or classes of premises would not exceed one hundred and four *naira per annum*.

Power of Governor to fix rents.

6. (1) Subject to the provisions of this Law as and from the 1st day of July, 1941, it shall be unlawful for any landlord to increase the rent of any premises to which this Law applies without the order of a court.

Receipt of increased rent unlawful without an order of court.

(2) The amount by which a landlord may increase the rent of premises to which this Law applies shall subject to the other provisions of this Law be as follows—

Permitted increases of rent.

(a) where the landlord has since the 1st day of July, 1941, incurred, or hereafter incurs, expenditure on the improvement, which shall include the provision of additional or improved fixtures or fittings or structural alteration of the premises (not including expenditure on decoration or repairs), by an amount calculated to provide six *per centum per annum* on the amount so expended:

Provided that the tenant may apply to a court for an order suspending or reducing such increase on the ground that such expenditure is or was unnecessary in whole or in part, and the court may make an order accordingly but the court shall not make an order under this provision upon the application of any person unless he proves either—

(i) that he was the tenant when the expenditure was incurred and had not given his written consent to the improvement or alteration and the expenditure thereon; or

(ii) that, the landlord having been in possession of the premises at the date when the expenditure was incurred, the applicant is the first tenant subsequent to that date and became tenant without notice of the following particulars, that is to say—

- (a) the nature of the improvement or alteration; and
 - (b) the amount of the expenditure thereon;
 - (c) the amount of the maximum increase of rent chargeable on account thereof;
- (b) an amount being the permitted increase under the provisions of section 18;
- (c) in addition to any such amounts as aforesaid—
- (i) where the landlord is responsible for the whole of the repairs, an amount not exceeding five *per centum* of the net rent; or
 - (ii) where the landlord is responsible for part and not the whole of the repairs, such lesser amount as may be agreed, or as may, on the application of the landlord or the tenant, be determined by a court to be fair and reasonable having regard to such liability.

(3) (a) At any time not being less than three months after the date of any increase permitted by paragraph (c) of subsection (2), the tenant or a health officer may apply to the court for an order suspending such increase, on the ground that the premises are not in all respects reasonably fit for human habitation, or are otherwise not in a reasonable state of repair.

(b) The court on being satisfied by the production of a certificate of the health officer or otherwise that any such ground is established, and on being further satisfied that the condition of the house is not due to the tenant's neglect or default or breach of express agreement, may order that the increase be suspended until the court is satisfied, on the report of the health officer or otherwise, that the necessary repairs other than the repairs for which the tenant is liable have been executed, and on making of such order the increase shall cease to have effect until the court is so satisfied.

"repairs".

(4) For the purposes of this section, the expression "repairs" means any repairs required for the purpose of keeping premises in good and tenantable repair, and any premises in such a state shall be deemed to be in a reasonable state of repair, and the landlord shall be deemed to be responsible for any repairs for which the tenant is under no express liability.

Recovery of
rent unlaw-
fully received.

7. Any tenant or sub-tenant may recover from a landlord who has unlawfully received from him any such increased rent, the difference between any such increased rent unlawfully received and the rent payable before such increase and may,

without prejudice to any other method of recovery, deduct from the rent payable by him to such landlord all sums paid by him since the 1st day of July, 1941, by way of such increased rent.

8. (1) Any transfer to a tenant of any burden or liability previously borne by the landlord shall, for the purposes of this Law, be treated as an alteration of rent and where, as a result of such transfer, the terms on which any premises are held are on the whole less favourable to the tenant than the previous terms, the rent shall be deemed to be increased whether or not the sum periodically payable by way of rent is increased.

Transfer of liability to tenant.

(2) Any increase of rent in respect of any transfer to a landlord of any burden or liability previously borne by the tenant where, as a result of such transfer, the terms on which any premises are held are on the whole not less favourable to the tenant than the previous terms, shall be deemed not to be an increase of rent for the purpose of this Law.

Transfer of liability to landlord.

9. For the purpose of this Law—

Rent of vacant and new houses.

- (a) the rent of any premises which were standing vacant on the 1st day of July, 1941, shall be deemed to be the rent at which such premises were last let;
- (b) the rent at which premises completed after the 1st day of July, 1941 are first let shall be such rent as in the absence of agreement may be fixed by a court as a fair and reasonable rent; and
- (c) where premises not being premises to which the foregoing provisions of this subsection apply were not let at a rent on the 1st day of July, 1941, and are first let after that date, the rent shall be such rent as, in the absence of agreement, may be fixed by a court as a fair and reasonable rent:

Provided that where the rent agreed upon under either paragraph (b) or (c) is less than one hundred and four *naira per annum* and does not represent a fair and reasonable rent, the court shall have power to fix the rent.

10. Notwithstanding any agreement to the contrary, where the rent of any premises to which this Law applies is increased, no such increase shall be due or recoverable until or in respect of any period prior to the expiry of four clear weeks, or, where such increase is on account of an increase in rates, one clear week, after the landlord has served upon the tenant a valid notice in writing of his intention so to increase the rent, which notice shall be in the form contained in the Second Schedule to this

Service of notices.

Second Schedule.

Law save that where a notice of an increase of rent which at the time was valid has been served on any tenant the increase may be continued without service of any fresh notice on any subsequent tenant. Where a notice contains any statement or representation which is false or misleading in any material respect, the landlord shall be liable on summary conviction to a fine not exceeding twenty *naira* unless he proves that the statement was made innocently and without intent to deceive.

Orders of a court.

11. (1) Any landlord or tenant or other person interested may apply to a court for an order fixing the rent of any premises.

(2) Where an application is made to a court under this Law the court may refuse to make an order or may make an order authorising the receipt or recovery of the whole or any part of any increased rent or an order fixing the amount by which the rent may be increased or may by order fix the rent.

(3) A court may also make any such order of its own motion on the hearing of any suit, or matter, or application before it.

(4) Where an order has been made by a court fixing the rent of any premises, the order shall be binding on all present and subsequent landlords, tenants or sub-tenants or mortgagees.

(5) A court shall have full powers of rehearing, reconsideration and revision in any case in which it thinks fit to exercise such powers and at any time on application made by any party.

Restriction on ejection.

12. No tenant or sub-tenant of any premises to which this Law applies shall be ejected therefrom save in pursuance of an order of the court obtained under the provisions of the Recovery of Premises Law.

Cap. 144.

Limitation on orders and judgments.

13. (1) No order or judgment for the recovery of possession of any premises to which this Law applies or for the ejection of a tenant therefrom shall be made or given unless the court considers it reasonable to make such order or give such a judgment, and either—

(a) the court has power so to do under the provisions set out in the First Schedule to this Law; or

(b) the court is satisfied that suitable alternative accommodation is available for the tenant.

First Schedule.

(2) Accommodation shall be deemed to be suitable if it is, in the opinion of the court, reasonably suitable to the needs of the tenant and his family as regards proximity to place of work, to

the means of the tenant and to the needs of the tenant and his family as to extent and character and in the case of business premises, if such accommodation is, in the opinion of the court, reasonably suitable and no appreciable loss will be caused to the tenant by the transfer of the business.

14. Any ejectment of a tenant shall not affect the right of any sub-tenant to whom the premises or part thereof have been lawfully let before such proceedings for ejectment were instituted, to retain possession under this Law:

Sub-tenants not affected by ejectment of tenant.

Provided that if ejectment is ordered on the grounds of any act, breach, default or misconduct of such sub-tenant, such sub-tenant shall not be entitled to retain possession.

15. (1) From and after the 1st day of July, 1941, it shall be unlawful for anyone in consideration of the grant, continuance, surrender or giving up of a tenancy or sub-tenancy of any premises to which this Law applies, to require, make, or receive the payment of any fine, premium or other like sum or the giving of any pecuniary consideration in addition to the rent.

No premium to be charged in respect of a tenancy.

(2) Where any such payment is made in respect of any such premises after the 1st day of July, 1941, then the amount shall be recoverable by the tenant by whom it was made from the landlord by whom it was received, and may, without prejudice to any other method of its recovery, be deducted from any rent payable by him to such landlord as the case may be.

16. The Governor may by order direct that the provisions of this Law shall not apply or shall cease to apply to premises generally or to any particular class or type of premises either in respect of the State or in respect of any place, area or part of the State where, save for the provisions of such order, any such premises would otherwise be subject to the provisions of this Law and the premises in respect of which any such order is made shall, from the date fixed in such order, be deemed to be decontrolled.

Power to decontrol.

17. Where an order has been made under regulation 3 of the Nigeria Defence (Increase of Rent) (Restriction) Regulations, 1942, and for the date "the 1st day of July, 1941" another date has been substituted, the provisions of this Law shall be construed as if in respect of such premises or class of premises in the area or areas set out in such order that date were substituted for the date "the 1st day of July, 1941" wherever such date appears in this Law.

Substitution of dates in certain cases. Regulations 59 of 1942.

Power to permit increases in rent.

18. (1) The Governor may by order direct that where premises are subject to the provisions of this Law the net rent so payable in respect thereof may be increased in accordance with the terms of any such order and any such increase may be by way of a percentage increase and, from the date fixed in such order, the net rent formerly payable under the provisions of this Law in respect of any premises together with such permitted increase shall be deemed to be the net rent duly payable under the provisions of this Law.

(2) Any such order may be in respect of premises generally or of any particular class or type of premises and either generally in respect of the State or in respect of any particular place, area or part of the State to which the provisions of this Law whether or not adapted or modified under the provisions of section 1, apply.

(3) Where an order has been made under the provisions of this section the Governor may, from time to time, by subsequent order increase or reduce the permitted increase and otherwise alter, vary or amend any of the provisions of the first or any subsequent order.

All courts to conform.

19. (1) Every court whether of civil or criminal jurisdiction shall, so far as is necessary, conform to this Law in all proceedings, actions, suits or cases between landlords and tenants or such landlords and tenants or sub-tenants and in all applications, suits, actions, cases and matters arising therefrom in which the rights, remedies, duties or title of the same are in question.

(2) In this section the term "court" includes all courts by law established in the State.

Rules.

20. The Chief Judge may, with the approval of the Governor, make rules in respect of any or all of the following matters—

- (a) regulating the procedure on applications to and hearing by the court, and the fixing of fees for the filing, service and hearing of applications;
- (b) permitting a tenant or sub-tenant whose landlord or sublandlord refuses to accept any rent tendered to him, to pay the same into court and for regulating the payment out to the landlord of any sum so paid, the hearing and determination of applications in respect of the same, and the fixing of fees to be charged in respect of such payments;
- (c) prescribing the forms to be used for the process and procedure of the courts; and

(d) generally for carrying into effect the purpose of this Law.

21. (1) Every order made by a board shall be deemed to be and to remain in full force and of full effect until varied or set aside by the order of a court. Saving.

(2) Every application pending before a board on the date on which this Law comes into operation shall, notwithstanding the revocation of the regulations be heard and determined by the board concerned and every board shall continue to exercise its functions until the determination of such pending cases as if the regulations had not been revoked.

(3) Until rules are made under the provisions of section 20, the rules made, powers prescribed and fees fixed under the provisions of regulation 12 of the regulations shall *mutatis mutandis* apply to and be used in proceedings before a court under the provisions of this Law.

(4) Save as otherwise provided in this Law the provisions of the Interpretation Law which relate to the repeal of a Law, shall apply to the revocation of the regulations as if the revocation of the regulations were the repeal of a Law. Cap. 65.

(5) For the purposes of this section "the regulations" mean the Nigeria Defence (Increase of Rent) (Restriction) Regulations, 1942, and "a board" means a Rent Assessment Board established under those regulations. Regulations
59 of 1942.

FIRST SCHEDULE

POSSESSION OR EJECTMENT WITHOUT PROOF OF ALTERNATIVE
ACCOMMODATION

A court shall, for the purposes of section 13 of this Law, have power to make or give an order or ejectment for the recovery of possession of any premises to which the Law applies or for the ejectment of a tenant therefrom without proof of suitable alternative accommodation (where the court considers it reasonable so to do) if—

- (a) the rent lawfully due by virtue of this Law is in arrear for one month 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 be seriously prejudiced if he could not obtain possession; or
- (d) the premises are reasonably required for any purpose which is in the public interest;
- (e) the tenant or any person residing or lodging with him or being his sub-tenant has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using the premises or allowing the premises to be used for an illegal purpose, or that the premises have been used as a brothel 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;
- (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 over-crowding 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 such steps as he ought reasonably to have taken for his removal;
- (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;
- (h) the premises require substantial repairs on account of which it is necessary for the tenant to vacate possession:
Provided however that the court may impose a condition for return of the tenant when the repairs are completed;
- (i) 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 paragraph (i) of the foregoing provisions of this Schedule 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 landlord or the tenant, greater hardship would be caused by granting the order or judgment than by refusing to grant it.

SECOND SCHEDULE

s. 10.

FORM OF NOTICE BY LANDLORD

Rent (Increase Restriction) Law
(Chapter 145)

To Date
(Address of premises to which this notice refers)

Take notice that I intend to increase the rent of ₹ per at present payable by you as tenant of the above-named premises by the amount of ₹ per

The increase is made up as follows—

- (a) ₹ under paragraph (a) of subsection (2) of section 6 of the Law, being per centum on ₹ expended by me since on improvements and structural alterations, and consisting of*
- (b) ₹ under paragraph (c) of subsection (2) of section 6 of the Law, on account of an increase in the rates payable by me from ₹ per to ₹ per in respect of the premises.
- (c) ₹ under paragraph (b) of subsection (2) of section 6 of the Law, being per centum on the net rent of the premises. The net rent is
- (d) ₹ under paragraph (c) of subsection (2) of section 6 of the Law, being per centum on the net rent of the premises. The rent is

The increase under head (b) will date from being one clear week from the date of this notice, and the remaining increases from, being four clear weeks from the date of this notice.

*Here state improvements and alterations effected.

The increase under head (d) is on account of my responsibility for repairs, for no part (part only) of which you are under an express liability.†

At any time or times, not being less than three months, after the day of, 20, you are entitled to apply to the court for an order suspending the increase under head (d) above if you consider that the premises are not in all respects reasonably fit for human habitation or otherwise not in a reasonable state of repair. You will be required to satisfy the court, by a report of the health officer or otherwise, that your application is well founded, and for this purpose you are entitled to apply to the health officer for a certificate.§

Signed

Address

†Where the tenant is under an express liability for part of the repairs, the increase under head (d) is to be settled in default of agreement by the court.

§This paragraph need not be included if there is no increase under head (d).

SUBSIDIARY LEGISLATION

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| 2. Rent (Increase Restriction) Rules | 85 |

Order in Council No. 38 of 1949.

Short title.

Application of Chapter 145 to premises on State Lands..

RENT (INCREASE RESTRICTION) (APPLICATION TO PREMISES ON STATE LAND) ORDER IN COUNCIL

1. This Order in Council may be cited as the Rent (Increase Restriction) (Application to Premises on State Land) Order in Council.

2. The provisions of the Rent (Increase Restriction) Law, hereinafter referred to as the Law, shall apply to premises now existing or which may be erected on State Land when such premises have been or are erected by persons being the holders of a State lease or by persons holding by sub-demise of a State lease or in any way claiming title through a State lease.

3. For the purposes of subsection (2) of section 3 of the Law the retrospective date on and from which the provisions of the Law shall apply to the class of buildings described in paragraph 2 of this Order in Council shall be the 1st day of October, 1949. Retrospective date.

RENT (INCREASE RESTRICTION) RULES

L. of N. 1948,
Vol. VIII, p.
237. (s. 20).

1. These Rules may be cited as the Rent (Increase Restriction) Rules.

2. The rules made, the powers prescribed, and the fees fixed under regulation 12 of the Nigeria Defence (Increase of Rent) (Restriction) Regulations, 1942, which expired on the 24th of February, 1946, shall *mutatis mutandis* (the courts having assumed the functions of the various rent assessment boards), apply to and be used in proceedings before a court under the provisions of the Rent (Increase Restriction) Law. Regulations
59 of 1942

CHAPTER 146

RESIDENTIAL ACCOMMODATION (RENT CONTROL)

ARRANGEMENT OF SECTIONS

PART 1

PRELIMINARY

Section

1. Short title and application.
2. Interpretation.

PART 2

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CHAPTER 146

RESIDENTIAL ACCOMMODATION (RENT CONTROL)

A Law to make provision for the Control and Regulation of Rents in respect of Residential Accommodation, for Security of Tenure of Tenants of such premises for the establishment of Rent Tribunals and for other matters incidental thereto.

1977 No. 2.
Oys. 1978
Cap. 113
1983. No. 4.

[1st March, 1977]

PART 1

PRELIMINARY

1. This Law may be cited as the Residential Accommodation (Rent Control) Law, and shall apply to such places or areas and in such manner as the Governor, may, by order made under section 3, direct.

Short title
and applica-
tion.

2. (1) In this Law, unless the context otherwise requires—
“agent” means any person usually employed by the landlord in the letting of residential accommodation or in the collection of rents thereof or specially authorised to act in a particular manner in connection with such letting or collecting of rents;

Interpreta-
tion.

“agreed rent” means the rent agreed between the landlord and the tenant;

“functions” include powers and duties;

“landlord” in relation to any residential accommodation means any person entitled to the immediate reversion of the residential accommodation or if the property therein is held in joint tenancy or tenancy in common, any of the persons entitled to the immediate reversion and includes any person receiving (whether in his own right or as an attorney or agent) any rent from any person for the occupation of any residential accommodation in respect of which he claims a right to receive the same;

“premium” includes any fine or any other sum in the nature of a premium payable in addition to the rent of any residential accommodation and also the excess over and above the reasonable consideration payable for any furniture, fittings or other articles provided by a landlord or any other consideration in addition to the rent;

“rent” includes any sum payable by a tenant for the use of anything in a residential accommodation belonging to the

landlord or for other services which are normally provided as standard fittings or services in such accommodation but does not include sums reasonably payable in respect of furniture or other non-standard fittings or services, or for supply of electricity;

“residential accommodation” includes:

- (a) residences so approved by the building approving authorities;
- (b) all buildings or part thereof used as residences at the date of commencement of this Law whether or not so approved by such authorities;

“standard rent” means in relation to any residential accommodation any rent fixed by a tribunal under section 7 of this Law;

“tenant” includes a sub-tenant or any person occupying any residential accommodation 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;

“a tribunal” means any tribunal established under section 5 of this Law.

PART 2

APPLICATION OF LAW AND FIXING OF STANDARD RENTS

Power to apply Law to areas and classes of accommodation.

3. The Governor may from time to time by order classify areas, zones, categories, or types of residential accommodation in the State and direct that the provision of this Law shall apply to such areas, zones, categories, or types of residential accommodation and thereupon this Law shall apply accordingly.

Power to fix maximum rent.

4. (1) The Governor may by order fix the maximum rent payable for any residential accommodation to which this Law applies either specifically or by reference to areas, zones, categories or types.

(2) Upon the receipt of recommendations of a tribunal made in this behalf, the Governor may by order vary the maximum rent fixed under sub-section (1) of this section.

(3) Any order made under this section may be made to have effect from any date (not however being a date earlier than the date of commencement of this Law) whether before or after the date of the making thereof, according as the Governor may deem necessary or expedient.

PART 3

RENT TRIBUNALS

5. (1) In respect of any area or zone to which this Law applies the Governor may set up a tribunal to be known as the Rent Tribunal which shall be distinguished by reference to the name of the area or zones for which it is set up and shall consist of:

Establishment
of Rent
Tribunals.

- (a) a chairman being a person who has been qualified for admission as a legal practitioner in Nigeria for not less than five years; and
- (b) three other persons appearing to the Governor to be of probity one of whom shall be a building or health inspector:

Provided that if the Governor so directs a tribunal may function in relation to more than one area or zone.

(2) A member of a tribunal shall hold office for such period as the Governor may determine and any such member, not being a person employed in the public service of the State, may at any time resign his office in writing under his hand addressed to the Governor.

(3) Whenever the chairman or any other member of a tribunal is unfit or unable to discharge his functions, the Governor may appoint any other person as he may deem fit to act in his place.

6. (1) In all matters before a tribunal the opinion of the majority of the members sitting shall, in the event of the members disagreeing, be deemed and taken to be the decision of the tribunal.

Proceedings
of a tribunal.

(2) The chairman and any two other members of a tribunal shall constitute a quorum.

(3) In the event of an equality of votes the chairman or other member presiding shall, in addition to his original vote, have a casting vote.

(4) Where a tribunal sits with assessors the assessors shall act in an advisory capacity and shall have no vote in the decision of the tribunal.

(5) No proceedings of a tribunal shall be rendered invalid by reason of any defect in the appointment of the chairman or any member.

(6) A tribunal may, on the application of any person, who, in the opinion of the tribunal has an interest in the matter, or of its own motion, sit with one or more assessors in any case where the tribunal is satisfied that it is necessary for the determination of any issue before it, and for this purpose, the Permanent Secretary, Ministry of Works and Housing of the State shall compile and maintain a list of fit and proper persons experienced in estate and property management, building or health inspection.

(7) The remuneration or allowances of the chairman and members of a tribunal and of assessors shall be as may from time to time be determined by the Governor.

(8) The proceedings of a tribunal shall be held in public unless on any occasion the tribunal considers it to be in the interests of justice for the same to be held in private, and, accordingly, to exclude any person therefrom.

(9) The proceedings of a tribunal shall be deemed to be judicial proceedings and the members to be judicial officers.

(10) A tribunal shall, in the course of its proceedings, have power to examine witnesses on oath, and to summon any person to give evidence or to produce any document which the tribunal may consider relevant including any document of title.

Jurisdiction
of Rent
Tribunals.

7. (1) Subject to the provisions of this Law, a tribunal shall have and exercise original and general jurisdiction over all proceedings which may arise under this Law and in particular—

- (a) on application made to it by a landlord, a tenant, or any other interested person, to determine in respect of any residential accommodation the just rent payable within the limits of the maximum rent prescribed in an order made under section 4 of this Law, where the applicant considers that the rent payable is not commensurate to the type of residential accommodation taking into consideration the facilities offered, the age and type of the building in which the accommodation is situated and the locality of the accommodation;
- (b) to hear and determine applications from landlords for the recovery of any residential accommodation or from tenants, building or health inspectors concerning the sanitation or state of repair of any residential accommodation to which this Law applies;
- (c) to hear and determine application relating to disputes as to—

- (i) whether or not fittings or services provided in an accommodation are standard fittings or services where the landlord demands additional payment for them; and
 - (ii) the amount reasonably payable for electricity or fittings or services which are not normally provided as standard fittings or services; and
- (d) to enforce its own judgments.

(2) Every decision of a tribunal shall be signed by the chairman and be issued under the seal of the tribunal.

(3) Any rent fixed by a tribunal in respect of any residential accommodation under subsection (1) of this section shall, subject to section 11 of this Law, replace any rent previously payable and shall bind the landlord, the tenant and any person holding or claiming through or under them, and such rent shall be the standard rent of the accommodation until it is subsequently varied by the tribunal.

8. (1) A tribunal may, subject to the directives of the Governor, appoint a clerk and such other supporting staff as the Governor may deem necessary for the due discharge of the tribunal's functions, upon such terms and conditions of service as may be determined by the Governor.

Supporting staff for tribunals.

Provided that the Governor may delegate the determination of such terms and conditions of service to the Commissioner of the State responsible for establishment matters.

(2) The clerk shall perform such duties in the execution of the functions of the tribunal as may be assigned to him and shall in particular—

- (a) prepare for issue all warrants and writs;
- (b) register all orders and judgments of the tribunal; and
- (c) enter an account of all moneys received by or paid out by the tribunal.

9. (1) No member or officer of a tribunal shall be liable to be prosecuted or sued in any court for any act done or ordered to be done by him in good faith in the discharge of his functions under this Law.

Protection of members of tribunal, etc.

(2) No person duly authorised to carry out the lawful orders of a tribunal shall be liable to be prosecuted or sued in any court for so doing.

(3) A tribunal or any person authorised by it in that behalf shall be afforded by all persons facilities (including the right during reasonable hours of the day to enter on and conduct an inspection or any other form of checking in respect of residential accommodation occupied by such persons) which in the opinion of the tribunal or such person authorised by it are necessary for the purpose of obtaining information relating to the functions of the tribunal including facilities for the verification of any information furnished or obtained in such manner and at such time as the tribunal or the person authorised by it may require.

(4) Any person who fails to comply with any requirement under subsection (3) of this section by a tribunal or any person authorised by it shall be guilty of an offence and shall be liable on conviction to a fine of two hundred *naira* or to imprisonment for six months or to both such fine and imprisonment.

Representation
of parties.

10. In respect of any matter before a tribunal, any landlord, tenant, class of landlords or tenants or any other person who, in the opinion of the tribunal has any interest in such matter, may be represented either by himself or by a legal practitioner.

Appeals.

11. Either party to any proceedings before a tribunal may appeal from the decision of a tribunal to the High Court of the State.

Contempt of
the tribunal.

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

(2) Any person found guilty of contempt of a tribunal shall be liable, on conviction, to a fine of one hundred *naira* or to imprisonment for three months.

Power of
tribunals to
regulate own
proceedings.

13. Subject to the provisions of this Law, a tribunal may regulate its own proceedings in such manner as it may deem fit from time to time, and the tribunal may, if it so directs, do this by reference to the law for the time being relating to the practice and procedure in civil matters in the magistrates' courts, which law, with such modifications and adaptations as may be made by the tribunal, shall accordingly apply.

PART 4

SECURITY OF TENURE

14. (1) As from the date of the application of this Law to any residential accommodation, it shall be unlawful for a landlord to demand or accept any rent in respect of any accommodation to which this Law applies which is in excess of any rent fixed under section 4 or section 7 or subsections (2) or (3) of this section, whichever is applicable.

Unlawful to demand or accept more than maximum rent.

(2) Subject to the provisions of subsection (2) of section 18 of this Law, where an agreed rent is higher than the maximum rent prescribed for any accommodation under this Law, the tenant shall, as from the date of the application of this Law to any residential accommodation, pay the maximum rent.

(3) Where an agreed rent is lower than the maximum rent prescribed for the type of accommodation under this Law, the tenant shall continue to pay, as from the date of the application of this Law, to any residential accommodation, the agreed rent until a tribunal varies the rent in accordance with the provisions of section 7 of this Law.

15. As from the date of the application of this Law to any residential accommodation, it shall be unlawful for anyone in consideration of the grant, continuance, surrender or giving up of the tenancy of any residential accommodation to require or receive the payment of any premium or any loan which in the opinion of a tribunal is an indirect payment of a premium or advance payment in excess of the period prescribed by this Law and any such payment made in respect of any residential accommodation to a landlord by a tenant shall, notwithstanding any other penalty prescribed by this Law, be recoverable by the tenant, and may, without prejudice to any other method of recovery, be deducted from any rent payable by him to the landlord.

No premium or loan to be charged or received in respect of tenancy of residential accommodation.

16. (1) It shall be unlawful for the rent of any accommodation to which this Law applies to be demanded or received in advance in excess of three months for individual tenants and twelve months for commercial or institutional tenants and any such excess advance payment shall be recoverable from the landlord notwithstanding any other penalty prescribed by this Law.

Restriction on payment of rent in advance.

accommodation to which this Law applies without the approval of the tribunal with a view to defeating the purpose of this Law shall be guilty of an offence and shall be liable, on summary conviction, to a fine of two hundred *naira* or imprisonment for three months or to both such fine and imprisonment.

(2) Any person who, in respect of any accommodation to which this Law applies, attempts to eject, or forcibly ejects a tenant, otherwise than in accordance with the orders of a tribunal or a court shall be guilty of an offence and shall be liable on summary conviction, to a fine of two hundred *naira* or to imprisonment for twelve months, or to both such fine and imprisonment.

(3) Any person who contravenes the provisions of section 15 of this Law shall be guilty of an offence and shall be liable, on summary conviction, to a fine equal to twice the amount so received as such loan or premium.

(4) Any person who receives rent which contravenes the provisions of subsection (1) of section 16 of this Law shall be guilty of an offence and shall be liable on conviction to a fine of an amount equivalent to the excess of the rent received.

(5) Any person who resists, molests, assaults or in any way obstructs any officer or any authorised person engaged in the service of any process, or in execution of a warrant of possession in carrying out an order of the tribunal shall be guilty of an offence and shall be liable, on summary conviction, to a fine of two hundred *naira* or to imprisonment for twelve months or to both such fine and imprisonment.

(6) Any person who has been put out of possession under a warrant of possession, and unlawfully retakes possession of any residential accommodation after possession has been given to the landlord, shall be guilty of an offence and shall be liable, on summary conviction, to a fine of two hundred *naira* or to imprisonment for twelve months or to both such fine and imprisonment.

22. Where a tribunal has found that a landlord has twice violated any of the provisions of this Law or regulations or order made thereunder the tribunal shall make a report in that behalf to the Governor who may thereupon acquire compulsorily for the benefit of the State the interest of the landlord in the accommodation in respect of which the offences were committed.

Compulsory acquisition of landlord's interest.

23. The Governor may make regulations providing for any matter for which provision appears to him to be necessary for

Regulations.

accommodation to which this Law applies without the approval of the tribunal with a view to defeating the purpose of this Law shall be guilty of an offence and shall be liable, on summary conviction, to a fine of two hundred *naira* or imprisonment for three months or to both such fine and imprisonment.

(2) Any person who, in respect of any accommodation to which this Law applies, attempts to eject, or forcibly ejects a tenant, otherwise than in accordance with the orders of a tribunal or a court shall be guilty of an offence and shall be liable on summary conviction, to a fine of two hundred *naira* or to imprisonment for twelve months, or to both such fine and imprisonment.

(3) Any person who contravenes the provisions of section 15 of this Law shall be guilty of an offence and shall be liable, on summary conviction, to a fine equal to twice the amount so received as such loan or premium.

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(5) Any person who resists, molests, assaults or in any way obstructs any officer or any authorised person engaged in the service of any process, or in execution of a warrant of possession in carrying out an order of the tribunal shall be guilty of an offence and shall be liable, on summary conviction, to a fine of two hundred *naira* or to imprisonment for twelve months or to both such fine and imprisonment.

(6) Any person who has been put out of possession under a warrant of possession, and unlawfully retakes possession of any residential accommodation after possession has been given to the landlord, shall be guilty of an offence and shall be liable, on summary conviction, to a fine of two hundred *naira* or to imprisonment for twelve months or to both such fine and imprisonment.

22. Where a tribunal has found that a landlord has twice violated any of the provisions of this Law or regulations or order made thereunder the tribunal shall make a report in that behalf to the Governor who may thereupon acquire compulsorily for the benefit of the State the interest of the landlord in the accommodation in respect of which the offences were committed.

Compulsory acquisition of landlord's interest.

23. The Governor may make regulations providing for any matter for which provision appears to him to be necessary for

Regulations.

the purpose of giving effect to the provisions of this Law, and, in particular, without prejudice to the generality of the foregoing, for all or any of the following matters—

- (a) permitting a tenant whose landlord refuses to accept any rent tendered to him, to pay the same into the appropriate branch of the State Government Treasury, and for regulating the payment to the landlord of any sum so paid, the hearing and determination of applications in respect of the same, and the fixing of fees to be charged in respect of such payments;
- (b) prescribing forms to be used for the process and procedure of a tribunal;
- (c) prescribing the fees to be paid for any application to a tribunal under this Law;
- (d) generally for matters coming before a tribunal.

Exclusion of
Cap 144 and
145.

24. The provisions of the Recovery of Premises Law and the Rent (Increase Restriction) Law shall not apply to the operation of the provisions of this Law.

SUBSIDIARY LEGISLATION

List of Subsidiary Legislation

OYSLN 4 of
1977.

OYSLN 6 of
1977.

OYSLN 4 of
1996.

Sections 3
and 4.

Short title.

Division into
zones and
classification
of accommo-
dation.

THE RESIDENTIAL ACCOMMODATION (RENT CONTROL LAW) CAP. 146

Rent control (zoning, classification of residential accommodation and fixing of maximum rents) order

1st October, 1996

1. This Order may be cited as the Rent Control (Zoning, Classification of Residential Accommodation and Fixing of Maximum Rents) Order

2. For the purposes of the Residential Accommodation (Rent Control) Law.

- (a) Oyo State is hereby divided into the zones set out in Part I of the First Schedule hereto; and

(b) residential accommodation is hereby classified as in Part II of the First Schedule hereto. First Schedule.

3. (1) The Maximum (monthly) rents payable in respect of each type of residential accommodation by reference to the zones and types of residential accommodation specified in the First Schedule hereto shall be as set out in the Second Schedule hereto. Fixing of Maximum Rents First, Second and Third Schedules.

(2) In respect of the types of residential accommodation classified as X4, X5 and X6 in Part II of the First Schedule hereto situated in zone O, the maximum annual rents payable shall be as set out in the Third Schedule hereto”

Provided however that on the application of a tenant or other interested, person if a Tribunal finds that any house in zone O does not come up to the standard of residential accommodation classified as X4, the tribunal shall classify such accommodation within the framework of the First and Second Schedules and shall fix the standard rent for such accommodation accordingly.

4. The Rent Control (Zoning, Classification of Residential Accommodation and Fixing of Maximum Rent) Order 1977 is hereby revoked. Revocation of O.Y.S.L.N. 4 of 1977: pp 620-623. Cap 113.

FIRST SCHEDULE—PART I

ZONE L

Ibadan township excluding the following areas:

all Town and Property Development Corporation Estates, all Government Reservation Areas, all Planning Authority Lay-outs and all Approved Lay-outs.

ZONE M

Oyo, Ogbomoso, Saki, Oke-Iho, Iseyin, Eruwa, Igbo-Ora, Kisi, Igboho, Awe, Ilora, Ikoyi, Iresa-Adu, Ajaawa, Fiditi townships excluding the following areas:

all Town and Property Development Corporation Estates, all Government Reservation Areas, all Planning Authority Lay-outs and all Approved Lay-outs.

ZONE N

All other towns and villages in Oyo State, excluding the following areas:

all Town and Property Development Corporation Estates, all Government Reservation Areas, all Planning Authority Lay-outs and all Approved Lay-outs.

ZONE O

Part I

All Government Reservation Areas in Ibadan and Bodija (old and new) estates of the Town and Property Development Corporation.

Part II

- (i) Onireke Lay-out, Ibadan
- (ii) Oyo State Town and Property Development Corporation Estates excluding Bodija (old and new) estates;
- (iii) Ibadan Local Governments Property and Company Limited estates;
- (iv) Area Planning Authority Estates outside Ibadan;
- (v) All approved Lay-outs; and
- (vi) All Government Reservation Areas outside Ibadan.

FIRST SCHEDULE—PART II

1. TYPES OF ACCOMMODATION

- X1 means a single-room accommodation;
- X2 means a room and parlour accommodation;
- X3 means a single-bedroom standard flat;
- X4 means a two-bedroom standard flat;
- X5 means a three or more bedroom self-contained flat;
- X6 means—
 - (i) a whole house consisting of at least three bedrooms; or
 - (ii) each wing of a duplex consisting of at least three bedrooms; or
 - (iii) a single self-contained bungalow with at least three bedrooms.

2. Categories of Buildings—

Category A—means any building with concrete blocks, bricks or mud, plastered with cement and having

- (i) standard dimension rooms i.e. about 14 sq meters;
- (ii) water supply;
- (iii) electricity;
- (iv) flush toilet;
- (v) bathroom;
- (vi) kitchen; and
- (vii) good roofing materials

Category B—means any building with concrete blocks, bricks or mud, plastered with cement and having

- (i) standard dimension rooms i.e. about 14 sq metres;
- (ii) water supply;
- (iii) electricity;
- (iv) bathroom;

- (v) kitchen;
- (vi) good roofing materials;
- (vii) no flush toilet but borehole toilet or borehole toilet with improved water system; and
- (viii) good ceiling materials.

Category C—means any building constructed with mud, bamboo, corrugated iron sheets or any other materials having:

- (i) standard dimension rooms not less than 14 square metres;
- (ii) a pail or borehole toilet;
- (iii) outside bathroom;
- (iv) kitchen; and
- (v) combustible roofing materials

These categories apply only in respect of accommodation of types X1 to X6 in high density areas.

SECOND SCHEDULE

| Type of accommodation | AL =N= | AM =N= | AN =N= | BL =N= | BM =N= | BN =N= | CL =N= | CM =N= | CN =N= |
|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| X1 | 200 | 150 | 100 | 150 | 100 | 75 | 100 | 70 | 50 |
| X2 | 400 | 300 | 200 | 300 | 200 | 150 | 200 | 140 | 100 |
| X3 | 700 | 500 | 300 | 500 | 400 | 300 | 250 | 200 | 160 |
| X4 | 1000 | 800 | 600 | 750 | 600 | 500 | 600 | 500 | 400 |
| X5 | 1200 | 1000 | 800 | 1000 | 800 | 600 | 600 | 450 | 300 |
| X6 | 2000 | 1800 | 1500 | 1800 | 1500 | 1200 | 1200 | 1000 | 800 |

In respect of Type X3–X6 accommodation with garages and Boys' quarters, the following may be added:

- (i) Garages and boys' quarter: 15% of rent per month;
- (ii) Boys' quarters only: 10% of rent per month;
- (iii) Garages only: 5% of rent per month

NOTE: (i) X1–X6, see first schedule, part II

- (ii) AL means Category A building in Zone L
- (iii) AM means Category A building in Zone M
- (iv) AN means Category A building in Zone N
- (v) BL means Category B building in Zone L
- (vi) BM means Category B building in Zone M
- (vii) BN means Category B building in Zone N

- (viii) CL means Category C building in Zone L
 (ix) CM means Category C building in Zone M
 (x) CN means Category C building in Zone N

THIRD SCHEDULE

Maximum Rents per annum in Zone 0 in respect of Types X4 to X6 Accommodation with Garages and Boys' Quarters:

Zone 0, Part I

| X4 | X5 | X6 |
|-------------------|-------------------|------------------|
| =N= 12,000–15,000 | =N= 30,000–36,000 | =N=42,000–60,000 |

Zone 0, Part II

| X4 | X5 | X6 |
|-------------------|-------------------|-------------------|
| =N= 18,000–20,000 | =N= 24,000–30,000 | =N= 36,000–40,000 |

O.Y.S.L.N. 8
of 1977.

RESIDENTIAL ACCOMMODATION (RENT
TRIBUNALS) REGULATIONS

Date of Commencement: 1st March, 1977

- Short title. 1. These regulations may be cited as the Residential Accommodation (Rent Tribunals) Regulations.
- Tribunal to give notice of intended sitting. Applications to tribunals. 2. Every Tribunal shall by such means as the Chairman may direct, given public notice of the place of its intended sitting.
- First Schedule, Form I. 3. (1) Applications for the fixing of standard rent in respect of residential accommodation to which the provisions of the Residential Accommodation (Rent Control) Law (hereinafter referred to as the Law) apply or for any other matter in respect of which a tribunal has jurisdiction shall be in accordance with Form I of the First Schedule to these regulations.
- (2) Where a landlord or a tenant, on account of illiteracy or any physical disability, is unable to write, the particulars prescribed under the provisions of these regulations shall be completed by the clerk or other authorised officer of the

tribunal and no fee or payment of any kind shall be exacted or demanded from, or be paid by, the landlord or tenant for services rendered in completing the form.

4. Subject to the provisions of the Law and of these regulations, where a party makes an application to a tribunal, the tribunal shall by notice in accordance with Form II of the First Schedule inform such party that he may within such time as the tribunal may allow (not being less than seven days from the date of the notice) give notice to the clerk of the tribunal that he desires to be heard in person or send to the clerk of the tribunal representations in writing if he does not desire to be heard in person.

Notice of hearing. First Schedule, Form II.

5. (1) The powers of a tribunal to receive and determine applications for the recovery of residential accommodation under section 7 of the Law shall be exercised in accordance with the procedure set out in the Second Schedule hereto.

Recovery of residential accommodation. Second Schedule.

(2) Except in accordance with the provisions of the said Second Schedule, a landlord shall not have power to eject a tenant from any residential accommodation to which the Law applies.

6. (1) The clerk of a tribunal shall keep records of any order made by the tribunal in such form as the tribunal may direct.

Rent records to be kept by the office of the tribunal.

(2) Any interested person may, at all reasonable times, and on payment of the prescribed fee, inspect such records kept in the offices of the tribunal.

7. Any landlord of residential accommodation to which the Law applies shall issue to the tenant a rent book which shall contain the particulars set out in Form III of the First Schedule hereto and the rent book shall be kept by the tenant.

Rent Books, First Schedule, Form III.

8. (1) A tenant whose landlord refuses to accept rent tendered by him in respect of any residential accommodation regulated by the Law may pay such rent into the nearest branch of the Oyo State Government Treasury and shall inform the clerk of the nearest tribunal in writing within seven days of such payment stating the receipt particulars, the description of the accommodation and the address of the landlord.

Payment of rent into Treasury.

(2) The clerk of the tribunal shall on receipt of the particulars specified in paragraph (1) of this regulation inform the landlord in writing within fourteen days.

(3) The landlord shall within seven days of the receipt of such notification apply to the clerk of the tribunal for payment if he does not dispute the fact that he refused to accept the rent and the clerk shall issue a voucher for the payment of the rent to the landlord after deduction of a sum at the rate of ten kobo per naira to cover administrative expenses.

FIRST SCHEDULE I

FORM I.—APPLICATION TO DETERMINE STANDARD RENT OF, OR FOR ANY OTHER MATTER IN RESPECT OF RESIDENTIAL ACCOMMODATION TO WHICH THE LAW APPLIES

IN THE RENT TRIBUNAL

Holden at

Suit No.

BETWEEN:

..... Applicant
and

..... Respondent
To the Tribunal

PART A

(To be completed by all applicants)

Application is hereby made for determination of in respect of residential accommodation situate at

(here state the address and description of the residential accommodation) whereof:

..... of
(Name of landlord)

..... is
(Address of landlord)

the landlord, and of
(Name of tenant or other interested party)

..... is the tenant or
(Address of tenant or other interested party)
other interested party.

The rent at present payable being payable to the landlord at

(Address of landlord or his agent)
in each and every month.

PART B

(State particulars of the claim and all other relevant information. To be completed by all applicants).

Part C

(To be completed if application is for determination of standard rent or rent payable for utilities or services).

*And I, being the landlord applicant further state that:

- (a) the total accommodation in premises
- (b) accommodation occupied or used by the tenant exclusively
- (c) accommodation occupied or used by the tenant in common with other persons
.....
- (d) furniture provided by the landlord for use of tenant.
- (e) services (other than those voluntarily rendered) provided by the landlord for the use of the tenant
- (f) rates payable by the landlord in respect of the premises or (if separately assessed) of the accommodation occupied by the tenant
- (g) payments contracted to be made by the tenant to the landlord in respect of occupation, furniture and services.
 - (i) if payable in a lump sum this should be stated; otherwise each item should be shown separately;
 - (ii) if the landlord is the owner state:
 - (a) the manner in which acquired
 - (b) date acquired
 - (c) price paid
 - (d) amount of interest on any capital loan relating to the accommodation
 - (iii) (if the landlord is not the owner) state the rent payable to any superior landlord in respect of:
 - (i) the premises
 - (ii) that part of the premises rented by him from the superior landlord

†I, the Tenant/Landlord desire to give evidence at the hearing/intend to send to you representations in writing before the date fixed for the hearing.

DATED at this day of

Signature

Landlord/Tenant

*This part of the form is to be completed only if the landlord is the applicant.

Or, the plaintiff claims possession and ₹ for arrears of rent and mesne profits from the day of, 20, until possession is given up.

Signed
(Landlord or his agent)

For service on
.....

SECOND SCHEDULE

(Regulation 5)

PROCEDURE FOR RECOVERY OF RESIDENTIAL ACCOMMODATION

Tenant refusing or neglecting to give up possession.

1. When and so soon as the term or interest of the tenant of any residential accommodation 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 or otherwise duly determined and such tenant, or, if such tenant does not actually occupy such residential accommodation or only occupies a part thereof, any person by whom the same or any part thereof shall then be actually occupied, shall neglect or refuse to quit and deliver up possession of the same or of such part thereof respectively, the landlord of the said residential accommodation or his agent may cause the person neglecting or refusing to quit and deliver up possession to be served with a written notice 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.

Length of notice to determine certain terms.

2. (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.

(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.

3. Notices referred to in paragraph 2 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 that paragraph.

4. (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 at his option either against such tenant or against such person so neglecting or refusing, or against both of them to the tribunal of the area in which the premises are situate for the recovery of the same and thereupon an application as in Form IV of the First Schedule to these Regulations shall be filed by the landlord and a copy thereof shall be served on the tenant or person so refusing together with a hearing notice in accordance with regulation 4 of these Regulations.

Landlord's notice of intention to recover.

Form IV, First Schedule.

(2) If mesne profits are claimed and the application shows that the rate at which such mesne profits are claimed is the same as the rent of the residential accommodation, 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.

5. Where any application for the recovery of any residential accommodation as is hereinbefore specified shall be served on or come to the knowledge of any sub-tenant of the plaintiff's immediate tenant, such sub-tenant being an occupier of the whole or of a part of such residential accommodation sought to be recovered, he shall forthwith give notice thereof to his immediate landlord; failure to give such notice may render him liable to a summary order by the tribunal to quit the premises.

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

6. The landlord may, either together with his application for the recovery of the residential accommodation or in answer to any claim or counter-claim made in respect of any unexhausted improvement as hereinafter provided, claim to recover, or to set-off rent, or mesne profits, or both, accruing in respect of such residential accommodation since the ending or determination of the tenancy down to the day of the determination of the application by the tribunal.

Landlord may claim for mesne profits.

7. The amount claimed in any application for arrears of rent and mesne profits shall be treated as one claim.

Claims for arrears of rent and mesne profits.

8. Where a tenant executes any improvement on any residential accommodation to which the Law applies he shall be entitled, subject to the provisions of paragraph 9, at the termination of the tenancy, on quitting the premises, to receive compensation from his landlord in respect of any such improvement which continues unexhausted.

Tenant's title to compensation.

9. 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.

Consent of landlord.

10. A tenant may at any time, make any claim or counter-claim before a tribunal against the landlord in respect of any unexhausted improvement, and the tribunal may, if it thinks it expedient, hear and determine any counter-claim, together with any claim to recover possession of

Tribunal may hear cross-claim with claim to

recover
possession.

the residential accommodation in respect of which the counter-claim is made:

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 tribunal 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.

Hearing of
application.

11. (1) If the defendant shall not at the time named in the application 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;
- (b) of the yearly rent of the premises;
- (c) of the expiration or other determination of the tenancy with the time and manner thereof;
- (d) of the title of the landlord, if such title has accrued since the letting of the residential accommodation; and
- (e) of the service of the application, if the defendant does not appear thereto,

the tribunal may order that possession of the residential accommodation mentioned in the application be given by the defendant to the plaintiff either forthwith or on or before such day as the tribunal shall think fit to specify.

(2) If the plaintiff at the time named in the application or at any adjournment thereof shall fail to obtain an order under sub-paragraph (1) of this paragraph the defendant shall be entitled to judgment and may be awarded costs.

Warrant of
possession
may issue at
anytime.

12. Where a landlord is entitled to possession of any residential accommodation the tribunal may issue a warrant of possession, notwithstanding that the counter-claim is undetermined or unsatisfied.

THIRD SCHEDULE

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Fee Payable

- | | |
|---|--------|
| 1. On filing application to determine proper rent in respect of accommodation: | ₦ |
| (a) Within Low Density Areas of Government Residential Areas and approved Layouts | 300.00 |
| (b) Where maximum rent payable under the Law is between ₦1,000.00 and ₦2,000.00 per month | 200.00 |
| (c) Where maximum rent payable under the Law is between ₦100.00 and ₦999.00 | 100.00 |

| | |
|--|-------|
| (d) Where maximum rent payable under the Law is less than ₦100.00 per month | 50.00 |
| 2. On filing any other application or paper .. | 20.00 |
| 3. For every copy of Tribunal's recommendation per folio of seventy-two words or part thereof .. | 5.00. |
| 4. For service of any document or process: | |
| (a) If within two kilometres from the office of the Tribunal | 20.00 |
| (b) If beyond two kilometres but not beyond ten kilometres | 30.00 |
| (c) If beyond ten kilometres | |
| (i) for the first two kilometres | 20.00 |
| (ii) for every subsequent two kilometres or part thereof (one way) | 2.00 |
| 5. For any other service or assistance not specifically provided for in this Schedule | 50.00 |
