

LANDLORD- TENANT RELATIONSHIP IN RESIDENTIAL PROPERTY

MANAGEMENT:

CASE STUDY OF SELECTED HOUSING ESTATES IN IKEJA.

BY

BANKOLE BUKOLA. OLABISI

MATRIC. NO.: 06CL04647

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MANAGEMENT.

CERTIFICATION

This is to certify that **BUKOLA OLABISI BANKOLE** carried out this research work titled “Landlord-Tenant Relationships in Residential Property Management: Case Study of Selected Housing Estates in Ikeja” under the supervision of Dr A.O Oni in partial fulfillment of the requirements for the award of Bachelor of Science in Estate Management of Covenant University, Ota.

.....

Date

BUKOLA.O BANKOLE

.....

Date

Supervisor

Dr A.O. ONI

.....

Date

Acting Head of Department

Dr. S.A. OLOYEDE

DECLARATION

I BUKOLA OLABISI BANKOLE declare that this research was entirely carried out by me under the supervision of DR. O.A. Oni of the Department of Estate Management, College of Science and Technology, Covenant University, Ota. This project is based on my original study and the view of other researchers have been duly expressed and acknowledged.

.....

Date

BUKOLA.O BANKOLE

DEDICATION

I dedicate this project to the author and finisher of my Faith, God Almighty, the giver of life and the source of all knowledge, for his mercies endures forever.

ACKNOWLEDGEMENT

All the glory must be to the lord, for he is worthy of my praise, no man on earth should give glory to himself, all the glory must be to the Lord.

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ABSTRACT

This study examined the landlord-tenant relationship in residential property management in selected housing estates in Ikeja, Lagos. This was with a view of conducting detailed examination of such relationship and determine if there are disputes and their causes. The approaches that parties in disputes adopt in resolving them and the level of responsiveness of landlord and tenant to their responsibilities in the tenancy agreement were examined. In attaining the aim of the study, data was obtained from primary and secondary sources included journals, textbook, unpublished past projects, and internet. The population of residents was based on total number of households in the three selected estates, sample was thereafter randomly selected. Descriptive and Relative Importance Index analysis were used to analyze the questionnaire while Analysis of Variance was adopted to test four hypotheses that were set.

It was found that there was no significant relationship between landlord's response to tenants' requests and tenants' settlement of rent. This was evident from the resulting P-values of 0.012 which is less than set confidence level of 0.05. Similarly, it was found that there was no significant relationship between tenants' settlement of rents and landlords' prompt response to tenants' requests. Furthermore, the relationship between provisions in the tenancy agreement and dispute resolution was determined. The resulting P-value was 0.003 which indicates that there is no significant relationship between provisions in the tenancy agreement and dispute resolution. This means that signing of tenancy agreement by landlords is of no significant value in the dispute resolution of landlord-tenant relationship; and that landlords do not usually comply with tenancy agreements.

It was recommended that complaints should be dealt with internally or at a local level wherever possible and there should be set procedures for monitoring and reviewing shortcomings in service provision so that landlord-tenant relationship could aid investors in harnessing investments in real estates.

CHAPTER ONE

INTRODUCTION

1.1 Background to the Study

Landlords, tenants, and Estate Surveyors and Valuers may be regarded as stakeholders in a leasehold system and as a result of dealings amongst them, disputes sometimes occur. The management contract formalizes the relationship between the property owner and the manager, while the lease sets up the rights and obligations of the landlord (owner/manager) and tenant. Usually, the relationships between the stakeholders are formalized such that specific rights and responsibilities of parties are spelt out. In respect of this, Kyle (2005) opined that the laws regulating leases demonstrate to the landlord and tenant the character of their relationship and as such must be clearly understood by the property managers, especially those covenants that directly affect the jurisdictions in which they operate.

In the opinion of Thorncroft (1976), the legal arrangements that provide frameworks for the landlord - tenant relationships are important and expected to be established properly, although they cannot substitute for dynamic working relationships that have the potential of bringing real prosperity and well-being to both parties. The success of estate management through lease control for that reason depends firstly on the terms of the lease; and secondly, on the way they are implemented. In consonance with Thorncroft (1976), Morgan (2005) stated that although lawyers are responsible for

legal and technical details of transactions involving the parties to a lease, property managers are expected to be familiar with the basic provisions of the leases. Making an allowance for disputes, which cannot be entirely avoided and disagreement, which constitute the bulk challenge of managing income- generating properties by the Estate Surveyors and Valuers.

The property manager usually has the responsibility for leasing real estate in accordance to the terms of management contract, but his duties does not stop at that as he cannot avoid inconsistencies in the relationship between the landlord and tenant, which are a common occurrence in the renting process. However, such differences could be avoided if parties become aware of the rights and responsibilities ensued to them under the lease. This coupled with being open and having clear understanding of each other's objectives for the long and short terms can remove uncertainty, build confidence and trust, and in the main prevent conflict (Aina, 1998).

Alluding further to this, Maxwell (2003) stated that developing and maintaining good working relationships between property owner and tenant is one of the responsibilities and priorities of a property manager, this being crucial to successful achievement of the aspirations and objectives of all parties. Consequently, understanding the relationship between the property owner and tenant is germane to successful management of real estate without which the stakeholders may not derive maximum benefits from their investments.

With this at the background, a study that attempts to examine and identify the issues and relationship that exists between landlords and tenants in the management of residential properties, with a view to attaining peaceable enjoyment of the return on the investment in real estate by the stakeholders is relevant and will afford the

opportunity to determine the challenges and find ways of resolving them. Towards this end, selected purpose-built residential estates in Ikeja, the capital city of Lagos State in Nigeria was used as case study.

1.2 Statement of Research Problem

Shelter is ranked second in the hierarchy of human needs, being the most important after food in order of importance for survival; Nigeria, the most populous country in Africa and the eighth most populous country in the world, is facing serious housing challenge. (United Nations Department of Economic and Social Affairs Population Division, 2009); and RIRFHU (2009), regarded this as evident in the available statistics indicating that 87% of the total population of households in the country live in rented apartments. While specifically in Lagos, 60% of residents are tenants leaving housing demand to an estimated figure of approximately 2.17 million annually. Most of the existing accommodation units are provided by private investors, and tenants have to pay rent as high as 50-70% of their monthly incomes. Furthermore, in the opinion of Landlords and Tenants Rights Initiative (2010) rented apartment is the first home away from home to many Nigerians, and millions of them either out of choice or necessity live in rented homes all their lives, while other thousands act as landlords, leasing one or more units to renters. However, many unfortunate ones suffer untold hardships in the hands of greedy and wicked landlords who employ different tactics including self-help to eject them when they fail to meet absurd and perverse increments of rent and these tenants needlessly suffer grave hardships for lack of knowledge of the protections which relevant laws confer on them (Moneke, 2009).

The relationship between landlords and tenants is not usually on equal footing, and disparity in power is exposed when there are disputes: landlords have the power to agree to resolve them, while tenants can merely ask; and unfortunately, a lot of landlords often treat their tenants with disdain. They try to run the relationship in many instances (Itoje, 2010).

Consequently, a number of questions have risen as a guide to attaining the aim and objectives of this study; the questions are:

- (i) What kind of relationship exists between the landlords and the tenants in the study area?
- (ii) What is the level of responsiveness of landlords and tenants to their responsibilities in the tenancy agreement?
- (iii) Are there disputes between the landlords and tenants, and what are the causes of such disputes?
- (iv) What are the approaches adopted to resolve such disputes?

1.3 Aim and Objectives of Study

The aim of this research is to examine the relationship between landlords and tenants of selected housing estates in Ikeja, Nigeria; this is with a view of identifying and resolving the challenges facing the management of residential properties. Specifically, the objectives of the study are to:

- i) Examine the relationship that exists between landlords and tenants in the study area.
- ii) Examine the level of responsiveness of landlord and tenants to their responsibilities in the tenancy agreement.

- iii) Determine if there are disputes arising from relationship and causes of such disputes.
- iv) Discover the approaches that parties in disputes adopt in resolving them.

1.4 Significance of the Study

This research seeks to examine a dimension of challenges encountered in management of residential properties, especially as it relates to the relationship between property owners and occupiers. Earlier studies, notably Oni and Durodola (2010) attempted to study such relationships by examining disputes and their resolutions amongst residents of tenement properties in Lagos metropolis. Although their study has opened a vista in the study of tenant-tenant relationships in the management of residential properties, it however did not consider the landlord-tenant relationship and approaches to dispute resolution, which this study intends to determine and thereby take their study further.

This study essentially will assist the Estate Surveyors in developing constructive and profitable relationship between property owners and tenants in the study area. The findings will assist them deal with disputes, embedding good practice to prevent misunderstanding amongst parties and ensuring that residential property management actually attains its basic goal of giving value to owners, tenants, and ensure sustainable professional practice. The findings will assist Estate Surveyors, landlords, tenants and their respective solicitors in defining relationships amongst them as everyone has a role in successful management of real estate and all would benefit from developing and agreeing precisely what those roles are. This should then move onto responsibilities, setting the boundaries within which individuals have to act.

It will be beneficial to lawyers, especially real estate attorney's that are fully involved in resolution of landlord-tenant disputes on a regular basis. This is in addition to the roles that statutory agencies can play through regulation, inspection or an ombudsman in directing landlords and tenants to resolve disputes in a manner enunciated in this study. Essentially, these will become a great contribution to the successful management of residential properties and furthermore great contributes to knowledge.

1.5 Research Hypothesis

Consequently, the following hypotheses are postulated and stated in null form:

1. There is no statistically significant relationship between payment of rent by tenants and landlords' prompt response to request from tenants.
2. There is no statistically significant relationship between landlords' prompt response to request from tenants and payment of Rent by Tenants
3. There is no statistically significant relationship between the provisions in the tenancy agreement for tenants and dispute resolution in the study area
4. There is no statistically significant relationship between the provisions in the tenancy agreement for landlords and dispute resolution in the study area

1.6 Scope of the Study

The research is limited to examination of the landlord - tenant relationships in Ikeja, Lagos State, which has experienced ever increasing migration of people in pursuit of greener pastures thus making the quest for securing decent accommodation in cities such as this a herculean task (Moneke, 2009). Attempt is therefore made to focus on the relationship between landlords and tenants with emphasis placed on residential properties in the study area. The reason adduced for this is that although a lease can be on different types of properties such as commercial, industrial, agricultural, *etcetera*, focus on one type of land use will afford an in-depth and less random study.

According to Oni and Durodola (2010), residents of low income residential properties are more quarrelsome and have high propensity to have misunderstandings unlike high income housing estates where there are less direct contacts amongst residents and lower rates of conflicts. A study on medium income residential housing estates will explore a new dimension of the statement to distinguish whether it is valid in this environment or otherwise. Consequently, a study on disputes between the property owners and tenants has become important as divergent to one between tenants and co-tenants. In doing so, the medium income housing estates were selected for the purpose of the research.

1.7 Study Area

Ikeja city is a large component of the Lagos metropolis and capital of Lagos State. Lagos itself is the largest city in Nigeria, located at 6°34'60"N, 3°19'59"E along the West African coast. Lagos has a total land mass of 356,861 hectares, 21 per cent of which are wetlands and by the United Nations estimates; Lagos metropolis will be the third largest city in the world by 2015, coming after Tokyo and Bombay, with present population density put at 4,193 persons per square kilometres, and this portends a huge accommodation challenge not only in the metropolis, but also in has spill over effects on the adjoining States.



Fig. 1.1: Map Showing the Component Urban Areas of the Lagos Metropolis
Source: Wikipedia, (2010)



Fig. 1.2: Locations of Selected Residential Estates in Ikeja
Source: Wikipedia, (2010)

Lagos metropolis spreads over the mainland, west of the lagoon and the conurbation has including Ikeja and Agege, reaching Lagos Island which is more than 40km north-west. Other component parts are Ikorodu, Epe and Badagry which lie at the outlining fringe.

Between 1960 and 1970, Nigeria experienced rapid growth and this positively impacted on the growth of Lagos city in terms of development of infrastructure, thereby attracting migration from the rural areas across the country. Most of the population live on the Lagos mainland, where many industries are sited. The Mainland districts include Ebute-Meta, Surulere, Yaba (location of the University of Lagos) and Ikeja, site of Murtala Muhammed International Airport and capital of Lagos State.

In recent times, Lagos has been facing housing crisis as a result of increasing population of the state, without concomitant increase in housing units. This crisis has forced many into the slums. According to Moneke (2009), many “Lagosians” make do with squatting with families or friends while others manage squalor and unhygienic accommodations where the rents are within reach. Many who hitherto have been living in relatively decent accommodations are packing into very humble and hazardous apartments or vicinities as a result of exorbitant rents demanded, and many have been forcefully ejected by property owners. Apart from this, those that are gainfully employed find it rather difficult to keep pace with the rate of rent increments, which is at a rate that is higher than what medium income earners could afford.

This study however focuses on Ikeja, which is serving dual roles as capital of Lagos State and headquarters of Ikeja Local Council. The study area was selected as a result

of the vibrancy of the property market and level of education of its populace that have combined to make data collection relatively easy. Within the study area, however, three residential estates were purposively selected on basis of perceived level of income of residents.

1.8 Limitations of the Study

Centering the study on Ikeja only has introduced geographical limitation while sectorial limitation is introduced by focusing on residential rental property only. Another difficulty that might be faced in the course of administering questionnaires is that tenants and landlords might not be comfortable or exactly truthful with disclosing information on their behavior and conducts towards one another, especially if they are ill-mannered in the true sense.

1.9 Definition of Terms

Landlord: A person or organization that owns property that is rented to tenants

Tenant: Somebody who rents a building, house, apartment, plot of land, or piece of property for a fixed period of time.

Real Estate: land including all the property on it that cannot be moved and any attached rights

Property Management: It involves managing landlords-tenant's relationship

Covenant: a formal and legally binding agreement or contract such as a lease, or one of the clauses in an agreement of this kind.

Lease: A Lease is an agreement that creates an estate in land.

Lease Agreement: It is a legal entitlement or agreement. Tenants and landlords are bound either by an oral or written agreement in a lease.

Landlord- Tenant Covenants: A lease is a form of contract and so will contain a series of undertakings by the parties which are known as covenants because it is by deed.

1.10 Chapter Summary

This Chapter examines the background to the study, statement of research problem, aim and objectives of the study, the significance of the study, the scope, limitations and thereafter the operational definition of key terms.

CHAPTER TWO

LITERATURE REVIEW

2.1 Introduction

In this chapter, the earlier studies on landlord-tenant relationship in property management are examined with a view to identifying gaps to be filled. In this regard, literature on property management, residential property, landlord-tenants relationship relative to rental agreements for residential rental units; the regulations, covenants, disputes, government intervention. The review also covers topics from subjects on legal issues relating to tenancy agreement, legal remedies, alternatives; penalties, ejection process, and related matters.

2.2 Property Management

Management of real estate as defined by Thorncroft (1976) is an integral aspect of the profession of estate management, and property management is defined as the direction and supervision of an interest in land and building with the aim of securing optimum returns. The returns may be financial but in terms of social benefits, prestige, status, political power or other goals. Property management entails the practice of directing, supervising and controlling interest in land in order to harness investment for optimal return. It embraces both direction and the overall control of policy, and supervision which entails its implementation. The meaning given to estate is also wide and includes interest in landed property with a measure of control.

Wikipedia (2010) described property management as the operation of commercial, industrial or residential real estate. Which is akin to the role of management in any business, it involves the management of personal property, equipment, tooling and physical capital assets that are acquired and used to build, repair and maintain end item deliverables. Property management involves the processes, systems and manpower required to manage the life cycle of all acquired property as defined above including acquisition, control, accountability, responsibility, maintenance, utilization, and disposition.

Specifically, property management is that aspect of the real estate profession devoted to the leasing, management, marketing and overall maintenance of the property of others. It is a very demanding and challenging profession, which involves organizing as well as directing, coordinating and controlling all the skills available towards maximizing income from a property and at the same time ensuring maximum protection of its fabric from deterioration and wastage through proper upkeep and maintenance (Scarrett, 1986). In the view of Chin and Poh (1999), property management can be defined as the application of skill in caring for the property, its surroundings and amenities, and in developing sound relationship between the landlord and tenant and among tenants themselves such that the property as well as individual premises give value both to the landlord and tenant. In relation to the definition of management in terms of corporate real estate, Bon et al (1998) stated that corporate real estate management concerns the management of buildings and parcels of land at the disposal of private and public organisations covering a range of activities concerning portfolios of buildings and land holdings and entailing: investment planning and management, financial planning and management, construction planning and management and facilities planning and management.

This has however been coined as portfolio management by Scarrett (1995) regarding it as the single management of a cohesive group of buildings where either freehold or leasehold interests are held by one client, usually the organisations.

According to Stapleton (1994), Estate Surveyors as professionals recognized by law in Nigeria for property management have tended to create and perpetuate the myth that estate management can be depersonalized in a way rather like that of the doctor trained not to get personally involved with his patient. However, this does not imply that there is no real need to understand personal reactions, motivations and responses in order to effectively manage the landlord's interest. It is not just a matter of implementation of user covenants but also of creating respect and mutual trust between landlord and tenant.

The core of property management is differentiated from facilities management as being the valuation, acquisition and disposal of buildings, providing advice on property investments, the administration of leases, rental and service charges and the supervision of building repairs. The studies emphasized that Facilities management can be considered to be an integral part of property management when viewed from the context of independent property managers of income producing properties. Here, its understanding is analogous to the corporate real estate management context as it involves running the property and not just services. However, this involves a day-to-day management rather than the strategic and long-term view as in corporate real estate management (Stansall, 1994; Atta, 2003).

Stapleton (1994) portrayed the role of the property manager as that of liaison between the property owner and/or the management firm operating on the landlord's behalf and tenant. The duties of property management include accepting rent, responding to and addressing maintenance issues, and providing a buffer for those landlords desiring to

distance themselves from their tenant constituency. Weich (1967) described the real estate profession, as including managing the accounts and finances of the real estate properties, and participating in or initiating litigation with tenants, contractors and insurance agencies. Stating that litigation is at times considered a separate function, set aside for trained attorneys, although a person will be responsible for this in his/her job description, there may be an attorney working under a property manager, special attention should therefore be given to landlord/tenant law and most commonly evictions, non-payment, harassment, reduction of pre-arranged services, and public nuisance are legal subjects that gain the most amount of attention from property managers. Thus, demanding the property manager to be current with applicable municipal, county and state laws and practices. Basically, the purpose of property management is to secure for a property owner maximum and continuous positive net return on his investment over the life of such property and to maintain the physical aspects of the property for optimum efficiency and economy (Weich, 1967; Kyle, 2005).

Essentially, the primary functions of property management are in threefold, namely, to achieve the objectives of the property owners, generate sufficient income for the owners, and preserve or increase the value of the investment property (Kyle, 2005). Towards this end, the professional services rendered by property managers are, rent collection and remittance; selection of tenants; property maintenance; marketing of vacant accommodation; administration of estate personnel and services; administration (maintenance) of estate records; routine management inspection and correspondence; enforcement of lease covenants; and any other function as reasonably expected of a property manager or as stipulated in the management agreement between the parties (the property manager and the client).

As opined by Itoje (2006), property management or real estate management is an asset care process that ensures that property is cared for the way the landlord would, even in his absence. Property management should be about managing property in such a way that the look and feel of the property is maintained even decades after the property is built. Leaf (1993) opined that investing money in property has become very popular nowadays, it can be sold in the future in suitable time and can bring profit to its landlord in the present, but the problem springs up in the management of the property. The study explained that the main aim of property management is to organize and to realize successfully all the necessary operations concerning real estate, such as: renting, buying, selling, and leasing. It went on to state that property management can be subdivided into two main parts: residential property management and commercial property management. The main role of property management is to meet the demands and requirements of both the landlord and the tenant, and if a property manager does it correctly and professionally, his work brings profit to the landlord and satisfaction to the tenant.

Stapleton (1994) explained that the management of individual properties accounts for much greater part of the time spent by surveyors in practising estate management skills, these skills are the most highly developed. However, some property may be leased, some owner-occupied and some held for investment purposes, each of these requires a different approach to both overall management and detailed implementation of policy with the support of an appropriate record system.

2.3 Residential Rental Property

Residential land use among the competing urban land uses consumes large portion of land in the urban areas. Which are characterized by enormous political, social and

economic, and cultural importance in the part of the countries in which they are located (Olayiwola, Adeleye and Oduwaye, 2006). Housing is a residential user that makes the physical, mental, health and social well being worthy of living; it has a number of unusual, if not unique characteristics, with important economic implications. These characteristics are that; it is a complex commodity having both stock and flow, and is evaluated by specific tenants in a different manner, depending on their preference functions; a very large item in tenant's budget and by far the largest in that of an indigent tenant as a result of high transaction cost involved in moving from one apartment to another; there exist few effective substitutes and demand tends to be inelastic; it is particularly vulnerable to quality deterioration as a result of improper repair and maintenance, which lead to substantial future costs, both private and public; and it is a capital good, which if properly attended to can have a very long life expectancy (Hirsch, 1983; Babalola, 2006)

Dewandeler (2006) classified residential landlords into "would- be", "circumstantial", "petty", and "commercial" landlords. Would-be landlords like to earn income from property but lack either the capital or the space to build an extra room to let, while they may have plenty of space of their own, family or rent-free sharers occupy all of it, while retirement, unemployment or economic recession creates financial shortage that triggers the step to revenue-based landlordism. On the other hand, circumstantial landlords who have surplus capital and space, either because they inherited money or property or because they left their own house for employer-provided housing, It may also arise because there are spare rooms as a result of either family break- up, death of relatives or relocation of children; it may be characterized by lack of market for the property. Petty landlords are entrepreneurs who choose to use whatever capital and space available. This arises as a result of lack of knowledge of other ways to make

money, although rental income either help this type of landlords to pay instalments on land and/or house or meet expenses of repairs, maintenance or improvement works. It also serves as a safety net against unstable employment or when moving from wage labour to self employment. It may also serve as substitute pension after retirement or as investment for the next generation. Commercial landlords are in many ways comparable to petty landlords, but operate in a more professional way. They have larger capital to invest with large scale business which they rotate to maximize returns. They sometimes target middle- or high-income tenants rather than low income groups, and operate in a formal way, that is with written contracts and following building and safety standards. By the market segment in which they operate, they may use different strategies to maximize return on investment while keeping taxable income to a minimum, and may not necessarily aim to build a business empire but secure the future for themselves and their offspring.

It was concluded that for all types of landlords. Where rent levels are amongst the most critical factors to decide whether to set up, expand or discontinue rental operations. If the rent level is set too low, the quality of the accommodation may be affected. Such effects may be low maintenance, low level of amenities, and repairs postponed till damaging. On the other hand, where it is set too high, tenants may voluntarily leave or forcefully be evicted. Sometimes, landlords may be satisfied with low rates of revenue because they consider property as a long-term investment. Since rental fees are also linked to real income, the landlords often stand to lose the most: if income levels drop below a certain point, they may have the choice between evicting tenants, and forsake any income at all, or keeping tenants and hope that they will be able (and willing) to pay arrears at a later time.

2.4 The Relationship of Landlord and Tenant

The first decision in a rental relationship requires that both the landlord and the tenant choose each other. The wisdom of this decision will probably affect each party's satisfaction until the tenant moves out or the landlord turns over the property to someone else, and that could take a long time before this is accomplished. A problem tenant or landlord usually does not improve over time, and they are expected to do all they can to make sure of a good match (The U.S. Department of Housing and Urban Development (USHUD), 2010).

According to Thorncroft (1976), men entered partnership of landlord and tenant since the dawn of civilization where land was leased or hired out; in the early cultures of the Indus, Nile, Tigris and Euphrates valleys. A further definition of a leasehold system was given as a flowering of capitalism with its heart in the rights and duties that spring from contracts. The relationship between landlord and tenant created by the lease agreement had its origin in the feudal system of land tenure, under which all freehold lands, including fees, were held by a superior lord and all landholdings formed a chain of vassal ships with ownership descending from the monarch through an overlord to a vassal. This practice, known as sub-infeudation, was abolished in England by the Statute *Qula Emptores* (1290). West's Encyclopedia of American Law (2005) described landlord tenant relationship as an association between two individuals arising from an agreement by which one individual occupies the other's real property with permission, subject to a rental fee. It referred to the term landlord as a person who owns property and allows another person to use it for a fee, the person using the property is called a tenant and the agreement between a landlord and a tenant is called a lease or rental agreement. It traced the root of landlord and tenant relationship to feudalism, a system of land use and ownership that flourished in

Europe between the tenth and thirteenth centuries. Under feudalism land was owned and controlled by a military or political sovereign ruler. This ruler gave portions of land he or she owned to another person, called a lord. The lord, in turn, could allow another person, called a vassal, to use smaller portions of the lord's land. The vassal pledged allegiance and military or other service to the lord in exchange for the right to live and work on the land.

In the opinion of Forester and Stitzel (1989), the relationship between landlord and tenant should be strictly a business one. Landlords must abide by a variety of federal, state, and local laws designed to protect tenants. Breaking a law, even unintentionally, can spell big trouble to a landlord. He continued that rental property is too valuable to allow tenants to occupy it without the full protection of a legally binding agreement. It is therefore a mistake to let property without a proper rental agreement or lease, to do so opens a landlord to a great deal of risk, possible financial loss, and even litigation. Smith (1995) stated that the relationship between landlord and tenant usually arise when the owner of an estate in land grants, by means of a contract between the parties, the right to the exclusive possession of his land or part of it to another person to hold under the grantor for a term of years. In such cases the grant is called a lease, demise or tenancy, and the grantor called the landlord or lessor, while the grantee is the tenant and lessee. The period granted is called a term of years and the interest which the landlord retains including the right of possession at the end of the term granted to the tenant is called a reversion.

West's Encyclopedia of American Law (2005) described the landlord and tenant relationship as a living arrangement, and stated in this respect that landlord and tenant law differs from the law regarding leases. In a landlord and tenant relationship, the

parties are often referred to as lessor (landlord) and lessee (tenant). Indeed, a lease is a contract that creates the same relationship as exists between a landlord and tenant: the lessor owns property and allows the lessee to use it for a fee. However, the law of leases does not necessarily concern itself with living arrangements. A lease agreement may, for example, relate to the use of a good or service. Because living arrangements are vital to human existence, landlord and tenant relationships are treated differently from lease contracts.

Generally, a landlord and tenant relationship exists if: the property owner consents to occupancy of the premises; the tenant acknowledges that the owner has title to the property and a future interest in the property; the owner actually has title to the property; the tenant receives a limited right to use the premises; the owner transfers possession and control of the premises to the tenant; and a contract to rent exists between the parties.

A leasehold contract is the agreement of the parties on the terms and conditions that will govern their relationship. It is also the formal arrangement reduced into writing between a landlord-lessor and tenant-lessee where the former consents to the latter's occupation in consideration for a fixed rental. In an environment characterized by strong competition for leased acreage, superior relationships provide tenants with a potential source of sustainable competitive advantage (Moss and Erven, 2001).

Idaho Legal Aid Services (2010) opined that whether there is written contract or not, there is a presupposition that a contract exists between the tenant and the landlord. If there is a written contract, the contract will govern how the landlord and tenant should act during the tenancy, unless the contract is contrary to the law or public policy. Furthermore, if the landlord or tenant has questions regarding their rights and duties,

they should first look to the lease or rental agreement for the answer, then contact an attorney if they have question.

Rabin (1983) in studying the history of leasehold in north-east of Ireland, observed that the tenants are worse off than in recent times. If a landlord decides to increase rents, there would be very little the tenants could do about it; especially in view of penalties usually imposed for failure to pay the rent. When one considers the immense power of the landlords, the wide economic-gulf between them and the tenants, and the fact that they are sometimes separated along religious and tribal sentiments, it is therefore easy to see the potential for conflict between parties to a lease.

According to Hirsch (1981), a lease is a contract that gives the exclusive right of possession and use of landlord's property for a fixed or determinable period. The interest which an estate owner may grant in this way must be less than the one he holds so as to create "landlord and tenant relationship"; while Kyle (2005) opined that Landlord-tenants' interests are not mutually exclusive and the two do not need to be in constant conflict where the landlord- tenant relationship is founded on clear understanding of the rules and regulations.

Hirsch and Joel (1983) concluded that landlord-tenant relationships are generally a matter of State and local laws which vary from one place to another. Such relationship, in the opinion of Bierlen and Parsch (1996), can be enhanced if parties improve their communication skills, make communication goal-oriented, approach communication with positive and creative attitude, and work to reduce barriers. According to Lack (2009), property is the primary source of emotion for the landlord especially if he is not in it for the business end and this home had been a personal residence before renting it out. A home is considered a very sacred place by many

religions, people can become much attached to their homes and find it hard when someone else is living there, they take it personally when the tenant does not treat the property like they hoped they would, but in the end, the landlord needs to establish clear rules before allowing a tenant to move into the property.

Dewandeler (2006) elucidated the problems between landlords and tenants as fairly predictable, landlords complain about tenants' disregard for the premises, their tardy payment of rental fees, their unruly behaviour and in general, their refusal to understand that rising costs of living affect the provision of utilities, maintenance and repairs. On the other hand, tenants complain about poor maintenance, unfair fees for utilities, unannounced rent rises, threats of eviction and failure to return deposits, they accuse landlords of randomness and exploitation, and turning hostile when rents are in arrears.

Relationships are important, sometimes unappreciated and a source of risk to tenants and landlords; for the landlord, effective relationship management strategy ensures that returns or other goals for investment in a property are achieved; and for the tenant, effective management strategy is fundamentally important to his security of tenure. In respect of both parties, it prevents or mitigates the costs of conflict and disagreement (Moss, 2000). As stated by Callo (2006), leasehold relation is a juridical tie which arises between a lessor (landlord) and a lessee (tenant) and it is limited to the person who furnishes the holding, either as owner, civil law lessee, legal possessor and the person who occupies the same.

The relations according to Dewandeler (2006) are often better when landlords live in the same premises, to prospective tenants; resident landlords are reassuring with regard to the level of services and social infrastructure available in the

neighbourhood. But also, owner- occupied housing has the reputation of being better serviced and maintained, hereby giving less cause for tension. Moreover, when landlord and tenants have shared the same residential experience for a while, they get to know one another and may develop a bond of friendship and mutual dependence. He went on to state that the personal nature of rental agreements and the fact that so many agreements are concluded outside the state's regulatory framework, defies the authority of any legal system. The lack of firm legal grounds makes litigation highly impractical and slows down a judicial system that in most countries already is overburdened.

In the study of rental cases in India, Wadhva (1993) reported that twenty-two thousand (22,000) cases were pending in the lower courts of Delhi in the late 1980's. It took between Two hundred and fourteen (214) days (Tamil Nadu) and Two thousand, three hundred and fifty-five (2,355) days to resolve a rental case in the lowest level courts. To avoid legal problems, landlords either accept tenants only when they were recommended by people they know, or they actively seek to attract strangers and outsiders, because they want to avoid being too close to them. By so doing, they hope to have added leverage when they insist that tenants respect the premises and the agreed modalities and tenants are more likely to leave the premises when asked.

In the opinion of Dillahun, Mankoff and Paulos (2009) much of the research on landlord/tenant relationships emphasizes the power that landlords have over their tenants. Based on one-year ethnography of a low-income, multi-unit dwelling, Vaughan (1968) argued that low-income tenants are relatively powerless in the landlord/tenant relationship. He observed that tenants lack trust in landlords and

feared exploitation, and in spite of tenants' fear of exploitation, they agreed to join others in organized attempt to improve their units and/or lower their rents. However, local volunteers/organizers within the community reported difficulty in mobilizing the community to take action.

On the other hand, in a legal analysis of the relationship between landlords and tenants, Keller (1988) concluded that landlords hold the upper hand in the landlord/tenant relationship and explained factors affecting the landlord/tenant relationship to include the status of the housing market, socio-economic status, and existing laws. He argued that those who are paying less may have difficulty moving if they are unhappy with their current housing. Also, landlords renting in low income markets may not have too many problems filling vacancies, thus giving landlords more power in this relationship. Furthermore, in some markets, landlords can pick and choose the best or most suitable tenants from those that are willing to pay, and give them slight power advantage over the tenants. A landlord may also be able to affect a tenant's life more than the other way around, as in the case of a landlord withholding heat having greater impact than a tenant withholding the rent.

A tenant may legally withhold rent or use it to pay for fixing major problems on a property, while the landlord may assert that the tenant is late with rent and attempt an eviction. Because of this, withholding rent is therefore a risk for tenants more so than landlords. This indicates that laws may empower both landlords and tenants but the existence of pro-tenant laws may not have much impact on the overall balance of power. Although collective action such as tenant and rent strikes may aid tenants in gaining power through strength in numbers, when landlords maintain personal

relationships with tenants, they may render it more difficult for tenants to collectively take action against them (Popplestone, 1972).

Vaughan (1968) opined that though conflicts may exist between landlords and tenants, the latter usually bear no hostility toward the former and often landlord may likely suffer from tenants' efforts to create change. Dillahunt, Mankoff and Paulos (2009) alternatively argued that the structure of the relationship between tenants and landlord's gives landlords power over tenants. This power is also influenced by personal relationships, knowledge, and other factors affecting the power of individuals. By virtue of its nature, a conflict of interests exists in the Landlord-tenant relationship and various strategies usually initiated primarily by the landlords minimize overt conflict. The relationship tends to be marked by impersonality and consequent disinterest in the housing situation, in the case where landlord is not dependent on the tenant. Also, personalization of the relationship occasions noneconomic reliance of the tenant upon the landlord, especially when owners are less independent of the tenants. In attempting to prevent or minimize conflict, the conditions that underlie conflict of interests are not relieved and such efforts tend to contribute to the situation that they find problematic (Vaughan, 1968).

2.5 Resolution of Landlords and Tenants Disputes

According to Lack (2009), there are a few options open to the landlords and tenants if the relationship does not seem to work out. In a study on the conflict between landlords and tenants in America and implications on energy sensing and feedback, Dillahunt et al (2009) found that although several tenants were in the opinion that complaints would be ineffective, they however stated that: knowing their rights, seeking new information and advocacy support from organizations, and collective

pressure from many tenants, are effective ways to influence the landlords. On the other hand, they found from landlord perspectives that the primary reason for conflict is financial irresponsibility. In the landlords' opinions, tenants seemed to be wasteful of resources they did not pay for while from the tenants' perspective, landlords usually avoid repairs when tenants' money is at stake.

A number of landlords priorities were identified in Dillanhunt et al (2009), these are: keeping apartment units filled with residents, not spending any more than what they have budgeted to spend, and also willing to invest in something only if it pays off in the next five years. On the other hand, the role priorities of residents are: safety, comfort, saving money, ethics, spirituality/religious reasons; while the role priorities of the agents are: improving tenant-landlord relationships, building conditions, and services for tenants under a strength in numbers model, encouraging regular communication and community awareness among other tenants.

According to Olawore (2010), dispute is part of human existence and will always arise, and human relationships are defined by how it is resolved. Landlords and tenants disputes may arise as a result of non- payment of rent or late settlement of rent, damage of landlords fixtures, furniture and fittings, non-refund of security deposits, etc amongst others. Landlord-tenant disputes are example of common complaints that can become intractable and seemingly unending court processes. These disputes may become nasty because the tenant depends on a place to live and the landlord's rental income derivable there from; while their mutual interests can sometimes be a platform for them to disagree (Malek, 2009).

However, Rasmussen and Brunson (1996) defined disputes as expressed differences between two or more individuals and interdependent groups over real or perceived incompatible goals or resources, and how individuals choose to engage in or manage

conflict depends on their personal view and the source of the conflict. According to Hirsch (1983), in the temporary transfer of rights to a dwelling by way of lease ownership and consumption are separated. Landlord and tenants do not have, for example, a convergence of interests in efficient repair and maintenance or the level of utilization. Tenants tend to over utilize and under maintain their living space and, even more so, such public places as entrance lobbies, elevators and staircases. The damage to the dwelling and the departure from optimum repair and maintenance is inversely related to the tenant income.

Martinelli and Almeida (1998) refer to dispute as disagreements, public complaints, and protests involving arguments, physical assault, violence and lawsuits. Feelings of unfairness and injustice, suspicion, anger, emotion, and mistrust, which if not resolved lead to conflict. Buckles (1999) was of the opinion that conflict may occur as a result of differences in values, beliefs and interests, ambiguity over responsibility and authority, poor communication, and unwillingness to respond to social, political, cultural, technological, economic and social changes; while Nwakoby (2003) stated that each party in a conflict situation attempts to destroy, injure, thwart, influence or control the behavior of another.

Conflict also arises whenever incompatible activities occur. Activities that are incompatible are those that prevent, block, or interfere with the occurrence or effectiveness of one another. A conflict may be as small as a disagreement or as large as a war and may originate in one person, between two or more people, or between two or more groups (Deutsch, 1973). In the opinion of Amy (1987), there are three general sources of conflicts, these are: misunderstanding, interests, and values; while Burton (1990) was of the opinion that only those differences associated with values are conflicts and those involving information or interests are classified as disputes.

Misunderstanding-based conflicts surface when there is lack of adequate access to available information or in the case of differing interpretations of such information (Rasmussen and Brunson, 1996).

According to Olawore (2010), disputes arise from misconception and misinterpretation of rights and privileges by parties in dispute which leads to endless and most times irreversible acrimony when the process of resolving the disputes becomes tendentious and frustrating. He explains that one action leads to another reaction of higher gravity and the cycle continues *ad infinitum*. Martin (1971) in an earlier study however, pointed out substantial potential for exploitation exists in the low-income housing market; especially with limited income earners facing limited field of choice. Their purchase of housing for instance, cannot be viewed as the product of either negotiation or effective comparative shopping. The stakes are however unique since housing as a single consumption item commands more than 25% of the total budget for a typical low-medium income family.

Many landlord-tenant disputes can be avoided by open communication and both landlords and tenants knowing their rights and responsibilities, and those parties should not assign blame but focus on negotiating a solution; and it is recommended that agreements must be put in writing (Paris et al., 1992). Ho (2006) is of the believe that developing and maintaining a good working relationship between Landlord and tenant is crucial to the successful achievement of the aspirations and objectives of both parties. Being as open as possible and having a clear understanding of each other's objectives both for the long and short term can remove uncertainty, build confidence and trust, and avoid conflict. Wrapping up that where there are legal arrangements that provide the framework for the landlord - tenant relationship, such framework should be established properly.

According to Mengle (1983), the inequality of bargaining power between landlord and tenant has been well documented. Tenants have very little leverage to enforce demands for better housing. Various impediments to competition in the rental housing market such as discrimination and standardized form of leases by landlords place tenants in a take-it-or-leave-it situation. This is compounded by increasingly severe shortages of residential increases that have reinforced the landlords bargaining power.

According to Kennedy and Sutherland (1995), residential tenancy law reform has a lot of efforts to put into balancing the relationship of landlords and tenants, which is regarded as structurally unbalanced. Landlords enjoy a form of monopoly power in relation to tenants: by which landlords are able to offer rental housing to prospective tenants with little competition. Tenants have little or no choice as they cannot shop around for a better deal from week to week, and when they do have to move, it is almost always costly financially and often costly emotionally. Similarly, tenants are at a disadvantaged position to enforce the terms of an agreement which they cannot threaten to terminate without considerable financial and emotional costs. Residential tenancies legislation approaches the achievement of balance between landlords and tenants by treating the landlords and tenants according to different standards. It however approaches the achievement of a balance when it is deliberately directed to strengthen the demands that tenants can make of landlords and protecting them from landlords' structural power.

In explaining reasons for tenants' inability to enforce their rights against the landlords, Olawore (2010) stated that the path to justice is tortuous and recent socio-psychology findings reveal that people either sleep on their rights or abandon the fight mid-stream, as a result of high cost of litigation; different legal connotations and permutations; strict interpretation of law and rules of court ; and usually relationships

are eventually ruptured and innocent feathers ruffled and according to the popular adage, “ no two parties return from court as friends”. He argued with an analogy that dirty linens are often times exposed and washed in the public domain. Also, Justice neither compensates nor assuages feelings but usually leaves parties virtually unsatisfied. He argued further that the obligation of the estate surveying and valuation profession is to serve as healers of human conflict and in a bid to fulfil the traditional obligation mechanisms, should be provided to produce an acceptable result in the shortest possible time, at the least possible expense and minimal stress on the litigants.

Alluding further to the role of estate surveyors and Valuers, Oni and Durodola (2010) stressed the importance of ensuring that facilities provided by their clients are adequate before taking up the letting and management of a residential property. They recommended that planning approving authorities must ensure that adequate facilities are provided in low-income tenement houses in relation to the number of tenants before approval is granted.

Lack, (2009) on the other hand believes that clear communication is key to support these arrangements and that changes should be in writing. There is no need to hire a real estate attorney to prepare a simple rental agreement, but if either party is adamant than it can be considered, it is a business arrangement and should be treated as such.

2.6 The Leases, Covenants and Agreements

According to Kyle (2005), a leasehold estate is a type of interest in land or land and building with limited duration and created when an owner or a property manager (acting as the owner’s agent) grants a tenant the right to occupy a property for a

specific period of time in exchange for a type of consideration, and that this leasehold establishes a relationship that creates enforceable rights and duties of both parties.

Armstrong (1987), explained the concept of estates, and identified two types of interests that may exist in real property, these are: fee simple absolute in possession and estate of years absolute. A lease is a term of years absolute, and can be an express or implied periodic tenancy which, unless terminated by notice to quit, may exist indefinitely. Alternatively, there may be a fixed term lease, which may be for a specific period of years or months, and may be created as a legal lease by fulfilling the correct formalities or as an equitable lease where a contract for a lease has been entered but not performed provided an order for specific performance could have been granted if it fails to comply with the formalities of a legal lease.

According Wikipedia (2010), leases serve many purposes and the natures of legal regulation vary according to those purposes and the social and economic conditions of the times. Historically, Leases were mainly used for agricultural purposes until the late 18th century and early 19th century when the growth of cities in industrialized countries made leases an important form of landholding in urban areas. In the United Kingdom, by virtue of Section 1 (5) Land Property Act (1925) legal leasehold may exist at the same time as a legal freehold (i.e. a fee simple absolute in possession) and legal leasehold (i.e. a sub-tenancy). There is always somebody who holds the largest legal estate of a fee simple absolute in possession of every area of land. Such holder of the fee simple absolute in possession of some areas of land may grant a leasehold legal estate of the land for a term of years absolute to another. In addition, the holder of such leasehold interest may in turn grant a further leasehold legal estate for a term of years absolute to another person, subsequent estate being of a lesser period than the first because a person cannot give a better title than what he or she has.

According to the Michigan Legislature (2007), the lease refers to the written (or oral) agreement; and tenancy refers to the actual property right that a tenant receives under the lease. A tenancy may be created when the owner conveys to another a lesser interest in the property for a term less than that of the owner's for valuable consideration (generally rent), thereby granting another use and enjoyment of his or her property during the period stipulated. The types of tenancies identified are fixed-term tenancy, periodic tenancy, tenancy at will, tenancy at sufferance or holdover tenancy. Fixed-Term Tenancy is created when the lease agreement specifies when the tenancy begins and when it ends. It terminates automatically at the end of the period specified. Generally, a written lease provides that if a tenant holds over after the fixed term expires; the tenancy shall be considered a month-to-month tenancy.

On the other hand, if the lease does not so provide, and the parties acquiesce i.e., tenant stays in possession and landlord accepts the rent, the lease is considered renewed for the same fixed term upon the same conditions. Periodic tenancy or tenancy at will is created by actual or implied consent and it is indefinite in duration. For instance, in a month-to-month tenancy, the lease is considered renewed at the end of each rental period (month-to-month or week-to-week, depending on how often rent must be paid) and termination procedure is governed by statute and requires notice, while tenancy at sufferance or holdover tenancy is created by operation of law only. A tenant holds possession after his or her legal right to possession has ended (oftentimes based on landlord's failure to act). The person is just short of being considered a trespasser. The elements of tenancy at sufferance or holdover tenancy are: the tenant entered possession lawfully; the tenant's legal right to possession has ended; but the tenant later remains without the landlord's consent.

In the opinion of Fancourt (2006) a lease obligates both parties to a set of conditions and terms for a set period of time, usually one year. During the term of the lease, the landlord cannot raise the rent, and the tenant cannot move out unless each party operates within terms of the lease. Landlords cannot ask tenants to move out until the lease expires and either party may decide not to renew the lease as long as proper notification is given. Breach of the lease terms can result in eviction of the tenant by the landlord, or litigation between the parties. Kyle (2005) reiterated that when a landlord leases his property to a tenant, he looks upon the transaction as purely a business matter. He is seldom aware, perhaps, of the duties resting upon him, the breach of which may subject him to an action in tort. The relation created is one of the most common known to law and gives rise to multitude of problems.

Consumer Affairs and Business Regulation (CABR) (2010) stated that legal rights may vary depending on what type of tenancy that subsists; and classified tenancies into: “a tenant in certainty” and “a tenant at will”. A tenant with a lease who signs a lease to rent a particular apartment for a specified period of time is a tenant in certainty. Under this tenancy, the landlord can neither increase the rent nor attempt to evict the tenant before the end of his lease, unless he violates the terms of the agreement. However, if the chooses to move out before the end of the lease, in most circumstances the landlord has a duty to mitigate the loss to be suffered by looking for another tenant.

On the other hand, a tenant at will is one who occupies a rented apartment without a lease, but pays rent periodically (typically monthly). The agreement for the tenancy at will may be either written or verbal. Either the landlord or the tenant may terminate this arrangement at any time by giving written notice of 30 days or one full rental period in advance, whichever is longer. No reason is required to terminate a tenancy

at will and if the landlord wants to increase the rent, a proper legal notice terminating the tenancy must be sent to the tenant and then make him an offer to remain in the apartment for increased rent.

According to Greenspoon Marder Attorneys (2011), unwritten leases and certain written leases are held as tenancy at will. Any lease of lands and tenements is considered tenancy at will unless otherwise expressed in writing. Tenancy can be from year to year, quarter to quarter, month to month, or week to week depending on when the tenant pays the rent and this length of notice required for termination of tenancy depends on the type of tenancy. Most tenancies are month to month and the notice has to be at least fifteen days prior to the end of the tenancy period.

Leases and rental agreements are legal contracts between tenants and landlords and signing a lease or rental agreement gives certain rights and responsibilities to the parties; and if either tenant or landlord violates the rights of the other, each party has the right to take action to enforce his rights (Fancourt, 2006). According to Consumer Affairs and Business Regulation (CABR) (2010), a landlord must include: the names, addresses, and telephone numbers of the owners and other persons who are responsible for the care, maintenance, and repair of the property; the name, address, and telephone number of the person authorized to receive notices of violations of law and to accept notice of a lawsuit on behalf of the owner and the amount of the security deposit. A lease is a form of contract and so will contain series of undertakings by the parties which are known as covenants because it is by deed. An advantage of the covenant in a lease (as compared with a covenant in a conveyance of freehold land) is that the leasehold covenant can potentially be enforced by and against both landlord and tenant and their successors (Fancourt, 2006).

Itoje (2006) stated that when a tenant rents or lease a property from a landlord he or she is presented with a lease agreement that clearly state the responsibilities of the landlord toward the tenant and vice versa. He explained that the lease agreement essentially states the landlord rights concisely and without any ambiguity containing covenants that are enforceable by either party. The Landlord's covenants are usually stated as follows:

“ The Landlord hereby covenants with the Tenant (subject to the payment by the Tenant of all the rents and other sums payable hereunder and provided that the Tenant has complied with all the covenants and obligations on the part of the Tenant to be performed and observed) as follows: To keep the Demised Premises structurally sound, air and watertight and the exterior of the Demised Premises in good and tenantable repair and condition; and that the Tenant paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Tenant contained shall peaceably and quietly hold and enjoy the Demised Premises throughout the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord. Furthermore, other clauses usually contained in tenancy agreements are:

Provided always and it is hereby agreed as follows: If and whenever during the Term the said rents or other sums hereby reserved or made payable or any of them or any part thereof shall be in arrears and unpaid for thirty (30) days after becoming due

whether formally demanded or not it shall be lawful for the Landlord without any formal notice at any time thereafter and notwithstanding the waiver of any previous right of re-entry to re-enter into and upon the Demised Premises or any part thereof in the name of the whole and thereupon this Tenancy shall absolutely cease and be determined but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant in respect of any breach of any of the covenants herein contained. If the Tenant shall fail to pay the rents or any other sum due under this Tenancy whether formally demanded or not the Tenant shall pay to the Landlord interest on such rent or unpaid sum at the Bank interest rate prevailing on the last day of the last year of the Term calculated up to the date on which they are actually paid and such interest shall be deemed to be rents due to the Landlord. Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this Tenancy after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this tenancy; the rent herein paid is subject to review at the expiration of the two-year term granted and subsequent renewals thereafter shall be done annually and shall be determined at the prevailing market rental value of similar properties within the neighbourhood; and three

(3) months before the expiration of the Term, the Landlord and the Tenant shall carry out joint inspection of the Demised Premises. After such inspection, the Landlord shall cause to be served on the Tenant a notice in writing indicating any repairs or renovation (if any) which need to be done or any defect, decay or want of repair found in breach of the covenants contained in the Tenancy and requiring the Tenant to execute the repairs or remedy the defect, decay or want of repair immediately. If the Tenant does not proceed diligently with the execution of the repairs within 21 days after service of the said notice the Landlord may (but without prejudice to any other right or remedy) enter the Demised Premises with all necessary workmen and appliances and execute the repairs and the cost of the repairs shall be a debt due to the Landlord under this Tenancy agreement”

From the above, the obligations of tenant and landlord are spelt out. According to Hirsch (1981) there are obligations that each party must fulfil to retain their rights, and neither party's rights are more important or valid than the other. According to the study, in order to explain the tenants' obligations they must sign a lease or rental agreement when they take possession of a property. Some lease agreements are more thorough than others, and the law may provide for a tenant to be held responsible for items not included on the lease, although lease and rental agreements vary between landlords, some common expectations are for the tenant to: pay rent when it is due; pay for other utilities as specified by the lease or rental agreement and dispose of garbage and waste properly, not cause damage to the property; notify the landlord of damage or wear to the property; not sub-lease the property without approval from the

landlord; give appropriate notice if a lease will not be extended; pay for or make repairs caused by misuse or excessive use; Adhere to home owner association rules or township laws; make repairs to the property caused by regular wear if outlined in the lease.

On the other hand, it explained that although the landlord owns and controls the property being leased or rented, there are some obligations he or she must fulfil. It is common for a landlord to break the terms of a lease by failing to ensure the property is safely inhabitable, for instance, failing to repair a dangerous sidewalk, not addressing a gas leak, or allowing a roof to fall into disrepair. Even if one of these happens, the law still provides a period of time for the landlord to see to these repairs. Some additional obligations are for a landlord to: keep the property in good repair; remove or fix dangerous property hazards; provide contact information so the tenant can contact him or her with problems; give appropriate notice if a lease will not be extended; provide written notice if the property is sold; not to illegally discriminate; and pay for or make repairs needed due to regular wear.

In the regulation of the landlord-tenant relationships, Neighbourhood Services Office of Landlord-Tenant Affairs (2008) stated that obligations requires each landlord to provide for the maintenance of the health, safety, and welfare of all tenants by: complying with all lawful lease provisions and obligations, laws relating to rental property, including community by-laws and regulations; keeping all non-tenant occupied areas of the rental property in clean and safe conditions; making all necessary repairs to keep the property clean and safe and to keep the property in the physical condition as it was, or should have been in, when the property was rented; maintaining all electrical, plumbing, and other equipment supplied by Landlord in

good working condition; providing and maintaining trash receptacles and arranging for trash removal; supplying hot and cold water as reasonably required by tenant and adequate heat as required; ensuring that Tenants are provided with quiet enjoyment of the leased property.

In single-family homes, Landlord is responsible for the replacement of or repairs to structural elements of the building, major appliances (including washers and dryers) and electrical, plumbing, heating and air conditioning systems. Structural elements include, but are not limited to, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trims); and hand-railings, steps, sidewalks and driveways.

On the other hand, Itoje (2006) described tenant obligations as including: paying rent as it is due and payable under the lease agreement, unless other provisions have been made in writing; disposing of all trash in a clean and sanitary manner; keeping plumbing fixtures clean and sanitary; operating all electrical and plumbing fixtures properly; not damaging or permitting anyone else to damage the rental property; treating their neighbours as they wish to be treated in the areas of right to privacy and quiet use of their premises; complying with all lawful lease provisions and obligations, community by-laws and rules and regulations.

2.7 Government Intervention in Landlord- Tenant Relationship

Lett (1976) explained that in history, government intervention through rent control has been imposed during the world wars and interwar years to provide relief from the

economic or political shocks that followed those years. The appropriateness of imposing controls in wartime seems to be virtually undisputed, the belief was that the return of soldiers would cause rapid and disruptive rise in rents and the imposition of rent control would entail little efficiency loss since there is little private initiated housing construction in those years. Many governments restated rent control in the recent years, although often advocated as a means of price control; rent control has become a mechanism to ensure housing affordability. It is required to keep local rents from rising to prohibitive levels. According to Ballesteros (2001), whenever the rent control law comes up for evaluation and possible modification, public debates on the subject arise. The issues that arise have also been raised in other parts of the globe: what benefits can be derived from rent control, who gains or losses from rent control and does rent control causes homelessness. About 60 countries including the Philippines have a rent control law. Studies, both theoretical and empirical, on rent control noted that the desirability of rent controls cannot be decided on an *a priori* basis but should be evaluated on empirical evidence and on a case-to-case basis. This assertion has been raised particularly on recent forms of rent control or second generation controls, which provides soft but complex provisions on rental price increases, maintenance and tenant eviction. Malpezzi and Ball (1991) in describing the situation of many developing countries, gave an instance where the combination of increased demand from rapid urbanization along with falling real incomes and general inelasticity of housing supply have been the rationale for putting up rent controls.

According to Kearn and Vaughan (1992), the oppositions to government intervention through rent control especially among economists have been many and the contention

has been that rent controls discourage new construction, cause abandonment, retard maintenance and reduce mobility. The oppositions, however, have been mainly based on the earlier forms of rent control or first generation controls, where rents are freezed at nominal levels or are provided intermittent adjustments at rates lower than inflation. The second generation controls, which came about in the 1970s, involve not only allowable rent increases indexed to inflation or construction costs but also cost pass-through provisions, that permit landlords to apply for rent above the regulated rent increase if justified by cost increases, hardship provisions and rate of return provisions. Rent adjustment may be done by arbitration between concerned parties.

However, Arnott (1995) stated that the second-generation rent control schemes are very different from a rent freeze. The analysis of these controls goes beyond the simple tariff assumption that a ceiling on rents reduces the quantity and quality of housing available. It is thus difficult to generalize due to the variety of schemes available and recent perspectives showing revisionism in rent control. The usual arguments against rent controls are being qualified and there is growing acceptability that a well-designed rent control program can be beneficial.

Hirsch (1983) stated that many local and international jurisdictions have laws that regulate landlord-tenant relationship. The laws are habitability laws; rent control laws; anti- conversion and anti-demolition laws; anti-speedy eviction laws together with restrictions on landlords' use of self-help; others include: anti-discrimination laws with regard to race, religion, and national origin as well as age, just cause eviction laws and retaliatory eviction laws.

In relation to Nigeria, Oserogho (2008) opined that the effort of the Federal Government of Nigeria to address the housing problem using rent control legalisation has been widely criticized as a result of failure of the real estate supply and also, the

failure of prior and subsisting rent control legislations and home ownership schemes to address the problems of minimum housing in Nigeria. The Study concluded that the provisions of the Rent Control and Recovery of Premises Laws in Nigeria have been held more in disobedience than in obedience for many years as a result of the scarcity of new apartments or maintenance of existing ones.

Furthermore, the attempt to regulate rental values for properties in Nigeria has reduced the interest to invest in real estate in Nigeria. Previous studies also show that rent control schemes across the world are not indexed against market forces of demand and supply and usually do not maintain the minimum acceptable human standards for good housing.

2.8 Enforcement of Lease Covenants

According to Martindale-Hubbell (2010) it is common for residential landlord and tenants to have disagreements, even conflicts, about things like the timely payment of rent, or wanting to end the lease early but landlords have remedies for almost every disagreement or dispute they might have with tenants. The remedies depend on: the nature or reason for the dispute. Also, it is critical that the property manager understands the landlord-tenant laws in his area, this usually states exactly what can or cannot be done in a dispute with a tenant and because the laws varies from state to state, and even city to city, and are sometimes complicated, the usual practice is for landlords to seek advice from an experienced real estate lawyer.

In the course of enforcing lease covenants, one or more of these situations may be encountered: forfeiture and eviction.

2.8.1 Forfeiture

Cobb (1994) describes forfeiture as the landlord's right to terminate a lease for breach of its terms and conditions, and when forfeiture takes place, the landlord re-enters the

premises and terminates the lease. Forfeiture can happen in two ways, as follows: the landlord issuing and serving proceedings for a court order for recovery of possession, and the landlord may re-enter the premises peaceably. However, a tenant has right to seek relief against forfeiture, and the court will have regard to the circumstances and the conduct of the parties. Generally, the court may not wish to invalidate a valuable lease on account of a relatively minor breach and tenants may be given further opportunity to remedy such breach.

2.8.2 Eviction

In explaining the eviction proceedings in Oregon, The Oregon Rental Housing Association (2010) stated that a landlord must go to court to get an order that a tenant must quit but the landlord must first give the tenant a termination notice. The variety of such notices that the law allows include month-to-month tenancy, in which case the landlord can give a 30-day notice to leave without stating a reason. However, in case of tenants living in government-subsidized housing, the landlord must state good reason to evict; and give a 30-day for cause notice stating such good reasons. In regular housing, this notice must give the tenant 14 days to solve most kinds of problems. The tenant can stay if the problem is corrected within the time limit; and if a tenant causes the same problem within six months after receiving a cause notice, the landlord may give another notice without opportunity to amend.

The time allowed for tenants to comply with landlords directives varies with different types of rental housing; for instance, the landlord may give a 10-day notice to remove a pet kept in violation of a rental agreement. And when the tenant fails to comply within 10 days, the landlord may go to court. If the tenant is more than seven days late in paying rent, the landlord can give the tenant a 72-hour notice to pay or quit, or a 144-hour notice when rent is five days late. Nevertheless, the landlord must accept the

rent if it is offered during the pendency of the quit notice. The landlord may give a 24-hour notice if someone in the tenant's household endangers others, causes major property damage, or commits an outrageous act. This form of notice may apply if the original tenant moves out and someone else takes possession in violation of the first tenant's written agreement. However, there is a need for each of these notices to follow very specific legal rules. It must be delivered to the tenant in specific ways in order to allow the landlord to commence eviction process in court after the time limit stated in the quit notice.

In the case of Maryland, Department of Housing and Community Affairs, Maryland (2008) stated that eviction is the court-ordered removal of the tenant and the tenant's personal belongings from a rental property. This court-administered eviction process assures a tenant of the right to fair hearing if he/she believes that the landlord has no right to evict him/her and it is the final step in a series of procedures initiated by the landlord to repossess the property. The reasons for eviction could be for non-payment of rent, breach of lease or holding over, such eviction may only be executed by a district court or sheriff's office may evict a tenant and the landlord does not have the right to evict without proper judicial process. The landlord is prevented by law from removing or locking out the tenant, cutting off utilities such as water or electricity, removing outside windows or doors, or seizing the tenant's belongings in order to carry out an eviction.

The landlord is expected to use the court procedures, and where this is not followed, he may face criminal prosecution and substantial civil liability. Furthermore, the court process in a tenant holding over action and a breach of lease action are essentially the same as those in a failure to pay rent action, with the following exceptions: the appeal

period for tenant holding over and breach of lease actions is 10 days; and payment of overdue rent will not prevent an eviction expedited proceedings.

Martindale-Hubbell (2010) described eviction as the ultimate remedy to the property owner against the tenant. It affords the owner to take legal action to terminate or cancel the lease, and where the tenant fails to comply with the court order to quit at a particular date, he may be forcibly removed from the property by a local sheriff. Eviction is also commonly referred to as forcible entry and detainer, unlawful entry and detainer, or unlawful detainer.

In most parts of the world, if a tenant breaches or violates an important provision of the lease, the property manager must give the tenant a written notice that explains the problem and gives the tenant a certain period of time, typically 10-15 days, to fix it. The notice may state that the lease may be determined if the tenant is disrupting other renters' use and peaceable enjoyment of the premises, the property manager or owner may give the tenant notice of the problem and if the notice is ignored and the tenant does not stop the behaviour within a certain time, which typically is between 30 and 60 days, a court injunction may be obtained to restrain the tenant from further breach. In other states a lease can be terminated with proper notice served on the tenant and if the tenant remains on the premises after the expiration of the lease, an eviction process may be commenced. In other states, the manager has to give the tenant notice to quit; the notice period may vary between 10 to 30 days. If the tenant fails to quit or holds over and the landlord accepts the rent, he may be precluded from commencing eviction proceedings but can only give the tenant a clear notice, usually 30 days, to quit the premises.

Once the lease has been terminated, the property manager has the right to retake possession of the premises and/or demand arrears of the rent.

2.9 Factors Affecting the Landlord Tenant Relationship

According to Cobb (1994) many landlords believe that a thorough, well-written and lawyer-approved lease should contain all the rules and regulations that a tenant needs to follow, whereas there is a difference between the terms of a lease and everyday policies that tenants are expected to follow. As a rule, leases are where the officially authorized matters live, the description of the property, names of the parties involved, the landlord's legal recourse when terms are not followed as well as other legal expressions. The house rules are generally more relaxed in language, are more flexible and are simply intended to help everyone get along better and live in harmony. They are generally not legally-enforceable documents.

From the study, the major causes of disputes between landlord and tenant include: (i) Noise: consideration for other tenants is required, noises that disrupt others' quiet enjoyment are not allowed and form one of the major causes of disputes between landlord and tenant on one hand and even cotenants on the other. (ii) Parking: This is another major cause of dispute. Some of the issues that usually arise are; where tenants are allowed to park, how many vehicles each unit is allowed to keep onsite, where not to park, and whether or not non-running vehicles are allowed. (iii) Another issue relates to common areas: this determines whether tenants are allowed to leave property in common areas like hallways, sidewalks and patios, and whose is responsibility it is to clear dirt from walkways.

Apart from the aforementioned, another source of dispute is rent increment and level of communication. According to Salloum (2010) the problem areas are often of interpersonal relationships between tenants and landlords/managers. Though a number of different issues arise in the midst of rental agreements, majority result from

or are exacerbated by poor communication, which itself can be solved with proper communication. Communication marks the fine line that divides rent's interpersonal and professional interaction, and the manner in which it either exists or not truly impacts tenant-landlord dealings from inception. The study identified a number of complaints from tenants which include: work orders; privacy; lack of assistance with inquiries; rudeness from landlord; nearby tenants; and deposit reimbursement. These are indications of how unanswered work order could displease a tenant and it is typically a result of an unorganized landlord or manager. It was identified that non-communication as to when a person would enter renters dwelling is a common source of hostility, and it is expected that a landlord must confirm that a tenant has been notified 24 hours ahead of time. As the issue of privacy begins, the drift from professional to personal interaction and quality of the interpersonal relationship are highlighted when focussing on tenant inquiries that are not part of landlord's contracted duties.

Tenants sometimes break fewer rules, seeking to improve the quality of the community when they bear reverence for the landlords/managers. There is never a need for landlords to flex muscles of superiority over tenants; this is always rude and will always disintegrate healthy relationships. On a similar note, generating a sense of respect between tenants will serve to ease the tenant-tenant tension, as occupants will consider their neighbours before turning up the volume or throwing garbage for all to see. A way to facilitate friendly interaction between tenants is to offer community gatherings for all to savour and interact; moreover, such an act earns points for the landlord. Outgoing tenants are fantastic sources of referral, and so managers should endeavour to avoid leaving a bitter taste in their mouths by handling proceedings with

security deposits in a simple, equitable, itemized way, and to avoid frivolous overcharging for adjustments to recently vacated apartment.

In the opinion of Vaughan (1968): landlord-tenant disputes are extremely common and can cause stress, frustration, and even violence in extreme situations and involvement in a landlord-tenant dispute may disrupt peaceful enjoyment of a property and raise worries about poor reviews or references in the future. There are many ways to resolve landlord-tenant disputes in a rational, fair, and safe manner. One of the most important ways to resolve a dispute about landlord-tenant issues is to have a thorough knowledge of the law. Most regions have very clearly delineated rights and responsibilities for both tenants and landlords, though these may vary by jurisdiction, and having a clear understanding of the law might help determine the difference between a rude or impolite action and an unlawful offense. Both situations may require resolutions and it is important to know whether a disagreement is simply a personal issue or grounds for a legal action.

According to Cobb (1994), many landlord-tenant problems arise due to money-related issues although there are other factors that should be considered. Such issues are: unfair rent increases, abnormal restrictions, tenants fixing a problem on their own against the agreement. In the study on ways to resolve tenant-landlord problems and to eliminate housing discrimination, Laurent (1993) discovered some of the most common problems in landlord tenant relationships, namely, noise, maintenance, landlord-tenant responsibilities, tenant selection and security deposit. Noise, is described as probably the most difficult problem in the tenant-landlord relationship. It arises when a tenant complains to a landlord about another tenant, usually about the other tenant making too much noise. This leads to the questions on what the landlord

may do, if the landlord must do anything, what are the rights of a tenant, whether if the landlord refuses to help, can the tenant break the lease without penalty? Another is the issue of security deposit: many tenants want to know the rules about security deposits, whether it can be withheld by the landlord and what justifies a charge against the security deposit. If a tenant gives the landlord a deposit and then decides not to rent, is the landlord justified to keep the deposit.

In respect of the questions relating to lease, issues of concern are: what the landlord's responsibility is. Furthermore, in terms of maintenance, what should be done when a landlord has promised to renovate an apartment for a tenant to move into and the work is not done or when the landlord has promised repairs for months but fails to do so. Tenant selection is also important and concerns a decision whether a landlord should accept the first person who answers an advert, or if he should choose among several applicants, on what grounds a landlord may reject a tenant; what steps landlords can take to protect themselves from renting to undesirable tenants, What tenants can do to protect themselves from becoming involved with a bad landlord, and how tenants can confirm a landlord.

According to Forester (1994) landlord-tenant disputes usually arise when either a tenant or a landlord does not live up to a tenancy agreement. When either party flouts the rules, disputes may arise, if the tenant does not deliver up possession of the rental unit in the same condition as it was when he occupied it, the landlord may sue him for damages. If the landlord invades the privacy of the tenant by visiting the rental unit at unlawful hours and without prior notice, the tenant may complain and if a landlord forces a tenant out by shutting off utilities, interrupting services, changing the locks or denying access to the tenant by any other means. Others include the landlord to

removing external windows, roof and doors in order to force the tenant out of the premises. These indicate that there are many causes of disputes to which the law has answers and solutions. Nevertheless, disputes may be minimized by having written lease agreement and by strictly adhering to the terms and conditions of such agreement.

In the opinion of Hirsch (1983), misunderstandings among landlords and tenants are very common, may cause a strain in their relationship, and lead to early termination of lease, or worse, lawsuits. The study recommended that in order to avoid incurring additional damages and finances in the future, it would be best for both the property owner and the renter to know their expectations, obligations, and rights. All of these are expected to be clearly stated in the lease form and it is imperative that these forms are properly written, read, and understood. Furthermore, a list of things expected to be in a lease agreement was given without which there may be dispute in the future. This includes an explanation of the person whose responsibility it is to settle water, electricity and utility bills. If the property owner settles the utility bills, how much the tenant will pay as part of the rent must be clearly stated.

Leaf (1993) explained that disputes between landlord and tenant occurs when one party fails to comply with duties that it owes to other or violate any provisions listed in the rent agreement or lease. If parties are able to resolve the matter among themselves, it will eliminate the need to seek expensive legal redress. The study listed a few of the common disputes between landlord and tenant as: non-payment of rent, order of eviction, violation of lease, health and safety issues. It was stated that a landlord holds every right to receive rent on time and expects that a tenant will not create nuisance over the rent issue since most of eviction actions are usually based on

non-payment of rent and other lease charges. On the issue of violation of lease, the lease or rent agreement is a legal contract between the landlord and the tenant and violation of terms and conditions of a lease by either party is an issue that empowers the landlord to re-enter the premises and take possession. The landlord can also access a monetary penalty against the tenant for violating any of the terms and conditions of the lease. The landlord must provide tenant with written notice, referring to the lease clause being violated followed by giving the person considerable amount of grace period to resolve the issue. In respect of health and safety issues, if a tenant damages a rented premise or creates a health hazard, the landlord might seek to evict him, although the tenant may resolve the matter by repairing the damage. Tenants should avoid disturbing others in neighbourhood and bring regular upkeep and major repair situations to the landlord's attention.

2.10 Conventional Approaches to Resolving Disputes between Landlords and Tenants

In proffering answers to the question on how a landlord-tenant conflict be avoided, Lack (2009) recommended that getting every detail to be in writing is frequently recommended and not often followed. However, getting a lease agreement in writing is the only way to clearly set out expectations of each party and it is not a good practice to be involved in a rental relationship without some type of legal form or agreement in place. Potential problems may be offset if parties agree in writing to the terms of a rental agreement.

According to Dewedeler (2006), alternative handling of disputes between landlords and tenants is necessary to avoid excessive financial and social costs related to the solving of disputes in a court of law, and the litigation costs are often disproportional

to the benefit of a trial, since disputes normally regard subject matters of modest value. In many cases, this aspect also effectively prevents the landlord (or tenant) from pursuing individual claims which may result in loss of legal rights. This may be eliminated by introducing mediation or mediation/arbitration and by making active mediation a requirement by law.

Global Property Guide (2006) stated that Lagos State in Nigeria offers a Citizens Mediation Centre for resolving landlord and tenant issues, and if mediation fails, the parties involved may seek redress in court. However in the opinion of Vaughan (1968), before dragging landlord-tenant disputes to court, it may be necessary to have legal arbitration instead. It is less expensive in many cases, and arbiter decisions are binding and carry the same legal weight as a court decision, most of the time. If arbitration is not an acceptable option, parties can consider hiring a third-party mediator and agreeing to abide by his or decision. Either of these options can save both parties a considerable amount of expense, and may result in a faster decision than a court case. Suggesting that parties should consider going to court if there are no other means of resolving the dispute and if the case has a legal basis. It must however be realized that having a litigation between a landlord and tenant can certainly strain the relationship on the home front, it is therefore important for both sides to remain civil and professional and avoid taking retaliatory action which may most certainly hurt a court case.

Olawore (2010) pointed out that the Lagos State Government of Nigeria enacted a Law to establish a body known as Lagos Multi-Door Courthouse (LMDC), a court connected Alternative Dispute Resolution Centre (S.1(2)(b)). The law provides for the referral of cases from Courts in any part of the Federation, individuals, and institutions to the Courthouse to apply ADR (Alternative Dispute Resolution) to the

resolution of the disputes. The Law (s.4 (1) (b)) provides that the LMDC may cause settlement or other memorandum, duly signed by disputing parties, endorsed by either an ADR judge or any other person as may be directed by the Chief Judge to become binding. He cited further that with the revolutionary provisions of the Law, the State Government sought to demystify and create value for ADR process and settlement. He concluded that, the non – binding aspect of Mediation Agreement sometimes discourages disputants to pursue that path if they do not have enough faith in the other party's ability to honour agreements, but with the above provision, there should be no such fear.

In a study on resolving disputes between council landlords and tenants, Department for Communities and Local Government of London (2006) remarked that covenants in lease agreements could provide a vehicle for conflict resolution between landlords and tenants. The clear messages from the study were that: complaints should be dealt with internally or at a local level wherever possible; there should be set procedures for monitoring and reviewing shortcomings in service provision; compacts need to be strengthened and utilized more effectively; the balance of power between landlords and tenants needs to be more even. The study explained further that although many local authorities have clauses to deal with conflict resolution, it is very much a mixed picture, and suggested that confidence in the agreement to deal with disputes should be enhanced if one or more of the clauses are used and agreed in advance of any disputes arising. One of the model clauses suggested mediation and another arbitration and advised however those local informal procedures, where they exist, are used to resolve disputes wherever possible before resorting to mediation or arbitration.

In the study on dispute processing alternatives, Morris (2002) stated that it is usual within the field of conflict resolution to classify dispute processing options into categories such as: negotiation, mediation, facilitation, ombuds processes, arbitration, adjudication, and direct action. A number of techniques have been developed in resolving conflict in a society, these include: inaction, negotiation, facilitation, mediation, arbitration, court action, non-violence, violence, conflict escalate, with variety of processes used to deal with them. Psychological perspective, the cognitive approach to the analysis of conflict has recently emerged and attained prominence. The cognitive approach emphasizes the representation of a conflict in the participants' awareness. This does not necessarily imply that such representations are distorted or unreal. The approach recognizes that conflicts are often based on political, economical, military, or societal events; however, in order for conflicts to be operative, they must be identified as such in minds of the group members (Rasmussen and Brunson, 1996).

According to Washington State Bar Association (2010), the landlord and tenant may agree to arbitration, asking a neutral party to settle the dispute. The process is usually quick and inexpensive, with the administrative fee shared equally unless otherwise allocated by the arbitrator. Landlord-tenant problems can also be resolved through informal mediation, which involves a third person intervening between two disputing parties in an effort to reach an agreement, compromise or reconciliation.

2.10.1 Negotiation

According to Morris (2002), negotiation is a process in which two or more participants attempt to reach joint decisions on matters of common concern in situations where they are in actual or potential disagreement or conflict, negotiators may use a variety of approaches. Negotiation involves a negotiator's understanding

and strategic use of various sources of power to achieve a negotiator's bargaining goals. Fisher, Ury and Patton (1991) attempted to reach solutions that met the interests of all parties and suggested interest-based negotiation considers the fact that a variety of interests or motivations may underlie parties' positions. The goal of the interest-based approach is to satisfy those interests rather than over bargaining positions. Mnookin et al (2000) described that this style of negotiation may also be called problem-solving negotiation, all gain negotiation or creating negotiation and that some approaches to negotiation use game theory, including tit-for-tat approaches which use strategic combinations of cooperation and aggression.

2.10.2 Mediation

The term mediation according to Michigan State University–Detroit College of Law, (2006) referred to a situation whereby parties in a dispute can choose to mediate before or after a lawsuit is filed. It can also be described as an alternative dispute resolution technique that is voluntary, empowering, confidential, convenient, effective, and provided at little or no cost. Mediation is a process that helps people to resolve disputes, where trained mediators facilitate a communication process that assists people in reaching mutually satisfactory agreements. It is an alternative to destructive confrontation, ineffective avoidance, costly litigation, and violence; an opportunity for people in conflict to use their problem-solving skills to take responsibility and to find solutions that best meets their needs. It is designed to preserve individual interests while strengthening relationships between individuals and groups; an opportunity to learn a successful method for resolving conflicts that can serve as a model for constructively resolving future conflicts. Paris et al (1992) argued that tenants are usually at a disadvantage both in court and in mediation because some landlords are more experienced and can afford better representation

than most tenants. Apart from this, mediation is hard to evaluate because it is confidential and a last resort, parties should therefore take their dispute to small-claims court.

According to Department for Communities and Local Government of London (2006), mediation is a process in which an impartial third party helps people in dispute to reach mutually acceptable solution, and the mediator may facilitate reaching of a legally binding agreement as part of the solution.

The study identified that mediation is based on two principles; one is that nearly every tenant prefers not to be in dispute with the landlord, and the other is that people are capable of resolving their own problems. Mediation is therefore a process in which an impartial third party helps disputants resolve dispute or plan a transaction, but does not have the power to impose a binding solution (Le Baron, Duryea, 2001).

A number of processes are adopted by mediators, some use interest-based approaches, while others use rights-based approaches, some mediators are facilitative, providing only process assistance for negotiation and using interest-based approaches (Fisher, Ury and Patton 1991). According to Waldman (1997), other mediators including many labour mediators and commercial mediators, may use an evaluative style that provides suggestions or recommendations. Evaluative and rights-based mediation processes are similar to adjudicative processes such as non-binding arbitration. Forester (1994); Forester and Stitzel (1989) stated that other mediators may be activist, intervening to ensure all parties are represented and that power balances are addressed. However, activist mediators do not necessarily make specific recommendations. Folger and Bush (2001), and Lederach (1995) held that other mediators consider themselves to be transformative mediators, working less toward settlements and more toward transformation of relationships.

Fisher, Ury and Patton (1991) described a typical approach to mediation (and negotiation) in North America, it involves an interest-based problem-solving approach in which the needs and interests underlying parties' positions are identified with a view to developing solutions that address and accommodate as many of those needs and interests as possible. In the approach, attempts are made to meet parties' needs by exploring available resources to test whether a perceived zero-sum or fixed pie can be expanded and described the very common staged model emphasizing face-to-face mediation, which involves introduction and commitment to the process; identification of issues and generation of an agenda; exploration of the parties positions for underlying interests; design of solutions; and formal agreement. Recently, the over-reliance on the interest-based problem-solving approach has been critiqued by proponents of transformative, narrative and deliberative approaches which emphasize the transformation of relationships. Mediation is at its most effective when introduced to a situation at an early stage of a dispute. The time it takes for the landlord to go through the series of internal stages of the dispute/complaints process can detract from a positive outcome of mediation. Protracted processes allow positions to become more deeply entrenched making resolution more difficult and should therefore be introduced or proposed early on in a dispute, not simply as a last resort (The Department for Communities and Local Government of London, (2006).

There is considerable debate in the field of conflict resolution about these differing approaches and styles of mediation. Many mediators are familiar with all these approaches and design mediation processes to suit the particular parties and the situation (Waldman 1997, 1998).

2.10.3 Arbitration

According to Morris (2002) the disputing parties in a non-binding arbitration put their case before an impartial third party who renders opinion or recommendation which the parties may choose to accept or not. The process is adjudicative or determinative but not binding or enforceable. In a mini-trial, counsel for the disputing parties and possibly the parties themselves, appear before a judge or expert lawyer who hears the case for both sides and renders opinion as to what a judge might award in the case. In a summary jury trial, an informal jury is convened to make non-binding findings of fact or recommendations to the parties. Sometimes experts are asked to provide neutral case evaluation to help parties resolve a dispute. Non-binding methods such as these may become an effective way to expedite settlement during the course of litigation, and if the recommendation does not result in settlement, parties usually go on to trial in court.

In their suggestion on the use of arbitration as a dispute resolution technique, Department for Communities and Local Government of London (2006) defined arbitration as a method for deciding between two conflicting claims in which an independent person's decision is binding. The independent person, called a neutral, makes a determination based on evidence presented during the arbitration process.

In arbitration the arguments put forward by both parties are heard by a neutral person who will come to a decision on the issue/problem, by using personal knowledge, skills and experience. The arbitrator's decision is issued in the form of an award and is a binding judgment on the dispute. The clear benefit of using mediation as opposed to arbitration is that the outcome is usually that the parties in dispute agree a mutually acceptable way forward. This is very much consistent with the ethos of tenant participation and partnership working. When arbitration is used however, it is the

independent arbitrator who decides on the way forward by agreeing with one party over the other. Both parties have direct control over the final outcome of arbitration, and there is less ownership of the solution.

Following their study on conflict resolution amongst the residents of low-income apartments in Lagos, Nigeria, Oni and Durodola (2010) concluded that it is always better not to manage any property at all than to manage crisis-infected ones. Stating that time is valuable to the Estate Surveyor and time spent in resolving conflicts could better be diverted to rewarding ventures. Thus recommending that Involvement of reliable residents in conflict resolution will prevent estate surveyors from expending time and energy in doing so, and enable them spend quality time on more rewarding aspects of professional practice. They recommended further that creative problem-solving strategies are essential positive approaches to conflict management, and such management should start from tenants' recruitment stage. That it will be painful for estate surveyors to manage conflict that could possibly have been prevented at the initial stage. Tenants of like-minds, of same social and ethno-religious status must at the recruitment stage be recruited. While provision of adequate infrastructure to residents to give them unhindered access will create room for minimal frictions and go a long way at preventing conflicts amongst the residents. They concluded that when conflicts arise, the ways out is for estate surveyors to be patient and ensure that parties' points of view are heard, and issues in conflict are clarified so that they would not be biased in taking final decision. When there is impasse in resolving the conflicts, creating neutral grounds and retreat from untenable position will provide the first step in negotiating an agreement between the conflicting parties while staying open for another day to reach settlement if impasse could not be resolved at first.

2.11 Chapter Summary

This chapter discussed extensively on literature from past papers, publications, journals and earlier studies on landlord-tenant relationship in property management. In this regard, literature on property management, residential property, landlord-tenants relationship relative to rental agreements for residential rental units; the regulations, covenants, disputes, government intervention, legal remedies, alternatives; and penalties are explored.

CHAPTER THREE

RESEARCH METHOD

3.1 Introduction

This chapter examines the research design type, the study population, sample frame, sampling techniques, methods of data analysis and presentation and chapter summary. It also addresses the plan, structure and strategy of investigation of issues relating to the study in order to attain the stated objectives.

3.2 Research Design

This section outlines the research scheme by which the work was carried out. There is no single design that will be suitable for all research problems; this is because there are several ways of studying a research problem. According to Ojo (2005), research designs can be classified into three broad categories, survey research design, experimental research design, and time series design. Survey research design is one in which the sample subjects and the variables that are studied are simply being observed as they are without controlling or manipulating them. Survey research can be divided into two, cross-sectional research design and longitudinal research design. Cross-sectional research design includes; descriptive, exploratory and explanatory designs.

According to Best (1970), descriptive research is concerned with conditions that exists, practices that prevail, beliefs, point of view, or attitude that are developing. It is concerned with how what exists is related to a few preceding events that has influenced or affected a present condition or event, a common feature of descriptive

research is assessing people's attitudes or opinion towards situations and attempts to report things the way they are. An explanatory research involves explaining a situation that is already known, it may take the form of creatively recognizing a relationship between and among variables. It helps us understand a situation well enough to predict what will happen in them and give adequate explanation of any occurrence.

For this study, the cross sectional survey type of design was used, in the form of descriptive and explanatory research.

3.3 Study Population

A study population is the aggregate of elements from which a sample is actually selected (Koleoso, 1999); and it may be defined as all elements, subjects or observations that are of primary interest to a study (Asika, 1991). Two study groups were identified for investigation, these are residents (landlords and tenants) of three selected estates and Estate Surveyors and Valuers in the study area.

In respect of Estate Surveyors and Valuers, there are two hundred and eight (208) firms of Estate Surveyors and Valuers in Lagos Metropolis with fifty-two (52) operating in Ikeja (NIESV Directory, 2009); while, in respect of residents, the study covered three selected residential estates located in the area known and referred to as Ikeja, the capital of Lagos State. The estates are M. K. O. Abiola Estate (formerly Marwa Garden), LSDPC Medium Income Estate, Ogba-Ijaiye (Phase IV), LSDPC Dairy Farm Estate. The population of households in the selected estates is One thousand, one hundred and fourteen (1,114) as shown in Table 3.1

Table 3.1: Breakdown of Household Population for Selected Housing Estates in Ikeja

S/N	LOCATION	DESCRIPTION	UNITS
1	M.K.O Abiola Gardens, Ikeja	(i) 3 bedroom flats	72
		(ii) 4 bedroom flats	72
		(iii) 4 bedroom terrace houses	80
		(iv) 4 bedroom duplexes(semi detached)	126
Sub-total			350
2	Dairy Farm Estate, Agege (Medium Income Estate)	(i) 3 bedroom flats	
		(ii) 4 bedroom flats	
		(iii) 4 bedroom semi-detached bungalow	
		(iv) 2 bedroom flats	
Sub-total			708
3	LSDPC Medium Estate Ogba-Ijaiye (Phase IV) (Medium Income Estate)	i) 4 bedroom semi-detached bungalow	12
		ii) 4 bedroom flats	44
Sub-total			56
Total			1,114

Source: Lagos State Development and Property Corporation Portfolio Website (2010)

3.4 Sample Frame

The sample frame of a population is the actual list of sampling units from which the sample or some stage of the sample is selected. The number of firms of Estate Surveyors and Valuers in Lagos was obtained from the Directory of Estate Surveyors and Valuers published by the Nigerian Institution of Estate surveyors and Valuers (NIESV, 2009), while population of households was obtained from the Media Department of the Lagos State Development and Property Corporation Website (LSDPC, 2010).

3.5 Sample Size

Sample size simply means a part of the population. It comprises the total number of population elements of sample units that are selected for investigation in a research study. In this research study, sample size determination is an important aspect to examination due to difficulty in studying the whole population. There are common

procedures for determining sample size for simple random and systematic random samples (Gay, 1981; Nwana, 1981) while Krejcie and Morgan's (1970) and Cochran's (1977) formula are the most commonly used.

Due to the small size of the population, all the (Fifty- two) firms of Estate Surveyors and Valuers were used as the sample size. The sample size for the residents was calculated using the Cochran's (1977) formula below:

$$\text{Sample size (ss)} = \frac{Z^2 * (p) * (1-p)}{c^2}$$

Where:

Z = Z value (e.g. 1.96 for 95% confidence level)

p = percentage picking a choice, expressed as decimal
(.5 used for sample size needed)

c = confidence interval, expressed as decimal
(e.g., .04 = ±4)

Here, we set the alpha level a priori at .05, using a seven point scale, and set the level of acceptable error at 3%. Cochran's sample size formula for continuous data is used as follows:

$$No = \frac{(t)^2 * (s)^2}{(d)^2}$$

Where;

t = value for selected alpha level of .05 in each tail = 1.96 (the alpha level of .05 indicates the level of risk the researcher is willing to take that true margin of error may exceed the acceptable margin of error.)

s = estimate of standard deviation in the population (estimate of variance deviation for 7 point scale calculated by using 7 [inclusive range of scale] divided by 6 [number of

standard deviations that include almost all (approximately 98%) of the possible values in the range]).

d = acceptable margin of error for mean being estimated = .21. (Number of points on primary scale * acceptable margin of error; points on primary scale = 7; acceptable margin of error = .03 [error researcher is willing to except]).

Therefore, for a population of 1,114, the required sample size is 260.

Cochran's (1977) correction formula was used to calculate the final sample size.

These calculations are as follows:

$$n_1 = \frac{n_o}{(1 + n_o / \text{Population})}$$

$$= \frac{(260)}{(1+260/1114)}$$

Where,

Population size = 1,114

n_o = required return sample size according to Cochran's formula= 260

n_1 = required return sample size because sample > 5% of population

These procedures result in a minimum returned sample size of 210 (Two hundred and ten households).

3.6 Sampling Techniques

Most statistical data could be obtained by sampling rather than by examining the whole population. Although there may be some margins of error, however inferences are made that the information through sampling are deemed the same as those of the entire population.

In determining the appropriate sample for each of the three (3) housing estates, the number of households in each of them was determined. Thereafter, the number of

accommodation units was randomly selected to give equal opportunities to the members of the respective estates. The respondents to the questionnaire administration were the household heads; one household head per unit of accommodation was engaged in the questionnaire administration and the total number of questionnaire determined as shown in Table 3.2

Table 3.2: Distribution of Questionnaires by Estates

S/N	Estates	Number of Questionnaires distributed
1	M.K.O. Abiola Gardens, Ikeja	71
2	Dairy Farm Estate	105
3	LSDPC Medium Estate Ogba-Ijaiye (Phase IV)	25
Total		201

Following the sampling of the population, 71 questionnaires were distributed in M. K.O. Abiola Gardens, 105 in Dairy Farm Estate, while 21 questionnaires were distributed in LSDPC Medium Estate Ogba-Ijaiye Phase IV. For firms of Estate Surveyors and Valuers, total of all fifty-two firms were studied since the population is low, and the Principal Partner of each firm was purposively selected for administration of questionnaire.

3.7 Data Collection Instrument

There are two types of data, primary data and secondary data. Primary data for this study were obtained by administering prepared questionnaires to Estate firms within Ikeja as well as residents of the selected estates. Information aimed at retorting the aim and objectives of the study were raised in four sections of the residents' and Estate Surveyors' questionnaires respectively. Section A contains questions on respondents' bio-data; section B contains inquiry on their perceptions of landlord and

tenants response to duties in Tenancy agreement; section C inquires on the nature of landlords and tenants; while section D addresses issues on landlord-tenant disputes, causes and resolution as such.

Secondary data are those collected and earlier used in a study by someone other than the researcher. Sources of secondary data used in this study include journals, textbooks, publications, government publications of related literature to the study.

3.8 Method of Data Analysis

The analysis is based on the questionnaires that were retrieved. Fifty- two (52) questionnaires were given to the Estate Surveyors and Valuers that had their Head Offices or a branch of their office in Ikeja Local Government Area. Questionnaires were administered to landlords, tenants in Marwa Gardens, LSDPC Dairy Farm Estate; LSDPC Low-Medium Estate, Ogba, Ikeja and a total of Two hundred and one (201) Questionnaires were administered. These questionnaires were designed to assess and examine the nature of the relationship between the landlord and tenants.

The data collected with the aid of the questionnaires were dissected using the SPSS Statistical Package for Social Sciences version Fifteen (15). The data collected were analyzed and explicated towards attaining set aim and objectives by way of the following methods as shown in the Table 3.3

Table 3.3: Research Methods Used in Questionnaire Analysis

S/N	Objectives	Hypothesis	Mode of measurements	Methods of analysis
1	To examine the relationship that exists between landlords and tenants in the study Area	-	Questionnaires from residents and estate surveyors	Descriptive method; and; Relative Importance Index to rank responses
2	To examine the level of responsiveness of landlords and tenants to their responsibilities in tenancy agreement	<p>1. There is no statistically significant relationship between payment of rent by tenants and landlords' prompt response to request from tenants</p> <p>2. There is no statistically significant relationship between landlords' prompt response to request from tenants and payment of rent by tenants.</p>	Questionnaires from residents and estate surveyors	Analysis of Variance to describe the significance of relationship Relative Importance Index to rank responses; and Descriptive method
3	To determine if there are disputes arising from the relationship and causes of such disputes.	<p>3. There is no statistically significant relationship between provision of lease agreement and dispute resolution.</p> <p>4. There is no statistically significant relationship between provision of lease agreement and dispute management</p>	Questionnaires from residents and estate surveyors	Analysis of Variance to describe significance of relationship, Relative importance index to rank responses; and Descriptive method
4	To discover the approaches that parties in disputes adopt in resolving them	-	Questionnaires from residents and estate surveyors	Relative importance index to rank responses; and Descriptive method

3.9 Chapter summary

This chapter deals with the methods and procedure the researcher used in carrying out his study. It includes the Research design, the population of the study, the sample frame used, sample size, the sampling technique employed, data collection instrument used for the study and method of data analysis used

CHAPTER FOUR

DATA PRESENTATION AND ANALYSIS

4.1 Introduction

This Chapter presents comprehensive breakdown of the data collected from questionnaires administered to Estate Surveyors and residents of residential rental property in Ikeja metropolis. The Chapter is structured into eight sections, namely: preliminary survey details, respondents' bio- data, examination of the relationship that exists between landlords and tenants in the study area, responsiveness of landlord and tenants to Responsibilities in lease agreement, causes of landlord-tenant disputes, approaches adopted in dispute resolution by parties, testing of hypothesis, Chapter summary. The Chapter also deals with presentation of results, which begins with description of the participants' bio-data information. The hypotheses formulated focused on the variables identified, a summary of the main finding follows each hypothesis. The arrangement of this chapter follows a sequence from each of the objectives of the study.

4.2 Preliminary Survey Details

4.2.1 Distribution of Questionnaires

For purpose of this study, fifty-two (52) questionnaires were distributed to all the Estate Surveyors and Valuers located in Ikeja Local Government Area. From these fifty-two (52) questionnaires distributed, thirty- five (35) questionnaires were retrieved. In furtherance to this, Two Hundred and Eighty Eight (201) questionnaires were distributed to all the residents living in the three estates. From these Two

Hundred and One (201) questionnaires distributed, One Hundred and Eighty (180) were retrieved and this number was used as the basis for the information provided. This is summarized in Table 4.1

Table 4.1: Response of Respondents to Questionnaires Distributed

S/N	Respondents	Number of Questionnaires		Return Rate
		Total Distributed	Total Retrieved	
1	Estate Surveyors	52	35	67.3%
2	Residents	201	180	89.5%
Total		253	215	85%

4.3 Respondents' Bio-data

In this section, data relating to the respondents' age, sex, marital status, educational qualification, income, occupancy ratio and occupancy duration for residents as well as professional status, experience and education level of the Estate Surveyors and Valuers were analyzed and conclusion drawn accordingly.

4.3.1 Respondents' Sex

Out of a number of One Hundred and eighty (180) residents, Eighty –three (83) representing 46.1% were female while greater proportions in total of Ninety- seven (97) respondents were male representing (53.9%) as illustrated by Fig. 4.1

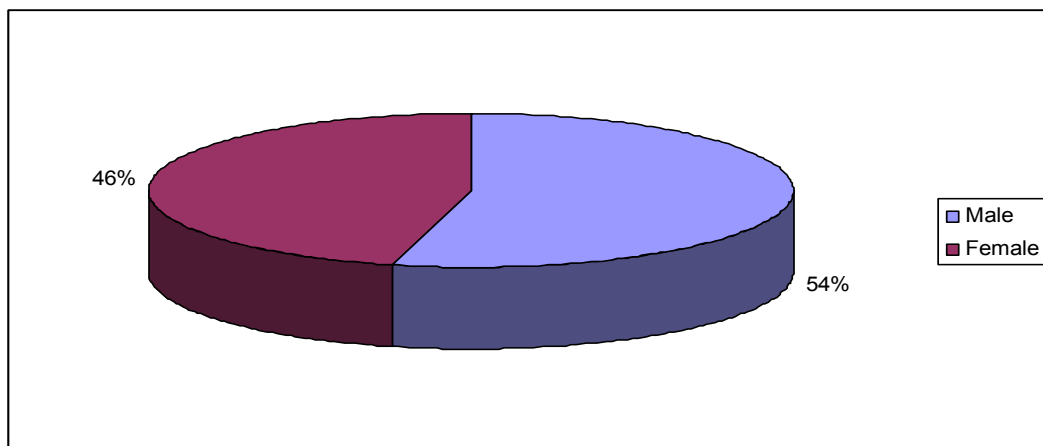


Fig. 4.1 Percentage of Respondents by Sex

From Fig. 4.1, it is evident that majority of the respondents were male; however, the gender disparity had no effect on the reliability of opinions and deductions made in the study.

4.3.2 Respondents' Marital Status

In respect of marital status, four categories were identified, these are; single, married, single parent and divorced. Out of the total number of 180 respondents, 102 (56.7%) were single; seventy-one (39.4%), married; six (3.3%), single parents; while less than 1% were divorcees as reflected in Fig. 4.2

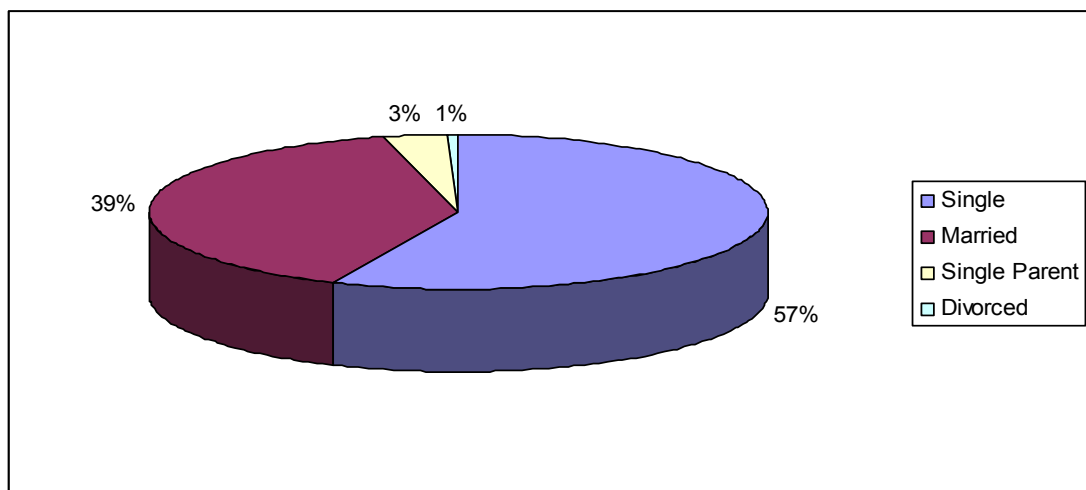


Fig.4.2: Pie Chart Showing Respondents' Marital Status

From Fig. 4.2, majority of the respondents were not married, while about 39% were married. Nevertheless, marital status has no effect on the opinions of the respondents in this regard and will in no way affect the reliability of the findings that are based on them.

4.3.3 Respondents' Level of Maturity

In this section, attempt was made to determine the level of respondents' maturity. In this regard, the age of the respondents were classified into four, the results of the analysis of the age group is shown in Table 4.2

Table 4.2: Respondents' Level of Maturity

S/N	Age Group	Frequency	Percentage
1	Not filled	5	2.8
2	20 – 30	74	41.1
3	31 – 40	62	34.4
4	41 – 50	36	20.0
5	51 – 60	3	1.7
Total		180	100.0

The age group distribution of the respondents as illustrated in Table 4.2 shows that out of one hundred and eighty (180) respondents, 74 (41.1%) of the respondents were within 20 – 30 years age bracket; 62 (34.4%) of the respondents were within 31 – 40 year bracket; 36 (20%) were within 41 – 50 age bracket, while only 3 (1.7%) were within the 51 – 60 bracket. This shows that greater number of respondents was within 20 – 30 years age limit and implies that at least 97% of the respondents aged above twenty years and indicate high level of maturity and reliability of the respondents' opinion.

4.3.4 Respondents' Educational Qualifications

The literacy level of the respondents was determined to ascertain their understanding of the questions that may affect the reliability of their opinions. Out of one hundred and eighty (180) respondents, 1 (1%) does not have any formal education and equal number have only Senior School leaving certificate (SSC) or National Examination Council (NECO); while 178 (about 99%) hold minimum of B.Sc. as shown in Table 4.3.

Table 4.3: Respondents' Educational Qualification

S/N	Qualification	Frequency	Percentage
1	No formal education	1	0.6
2	SSCE/NECO	1	0.6
3	B. Sc and above	178	98.9
Total		180	100.0

Details of the analysis shown in Table 4.3 indicate that nearly all the respondents hold at least B. Sc degree, implying that the respondents were highly educated and expected that their opinion would have positive impact on the reliability of the research findings.

4.3.5 Respondents' Level of Income

In determining the annual income of the respondents, four levels of income brackets were given. Out of (180) one hundred and eighty respondents, ninety-eight (98) representing 54.4% earn an annual income that is above N800, 000 per annum; thirty-six (20%) earn income between N200,000- and N400,000; while 17 (9.4%) earn an annual income ranging between N401,000 and N600,000; and 22 (12.2%) earn the income of between N601,000 and N800,000 per annum; while 98 (about 54%) earn above N800,000 p.a. as shown in Table 4.4.

Table 4.4: Respondents' Income Level

S/N	Income Level	Frequency	Percent
1	Less than N200,000	7	3.9
2	200000 – 400000	36	20.0
3	400001 – 600000	17	9.4
4	600001 - 800000	22	12.2
5	800001 and above	98	54.4
Total		180	100.0

Table 4.4 shows that at least 66.6% of the respondents earn annual income of above N600, 000 p.a. which indicates that majority are probable medium income earners.

4.3.6 Respondents' Occupancy Status

This section seeks to determine the number of landlords and tenants in the study area and establish the length of time over which they have been residents. In respect of ownership, out of (180) one hundred and eighty respondents, only 43 (23.9%) were landlords; 113) representing 62.8% of the respondents were tenants, while 5 (2.8%) were sub-tenants as shown in Fig 4.3

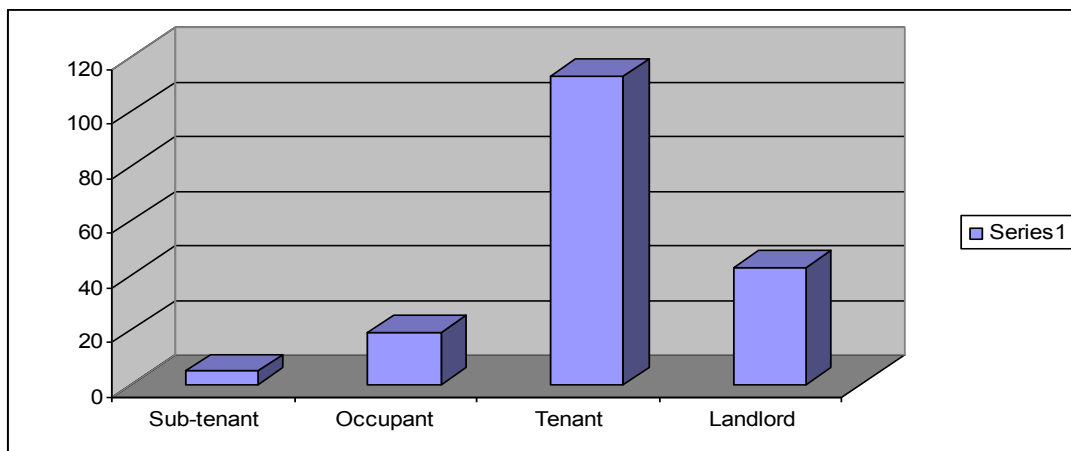


Fig. 4.3: Ownership Structure of Properties in the Study area

Furthermore, the duration of the residents' occupancy was determined and the results of the analysis is shown in Table 4.5

Table 4.5: Duration of Respondents' Occupancy

S/N	Duration of occupancy	Frequency	Percentage
1	< 2 years	32	17.8
2	2 – 5 years	95	52.8
3	6 – 10 years	30	16.7
4	Over 10 years	23	12.7
Total		180	100.0

From Table 4.5, out of one hundred and eighty respondents, thirty-two which represents 17.8% have being in occupation in the study area for less than two years; while 95 (52.8%) have occupied their apartment for a period of 2 to 5 years; and 30 (about 17%) have occupied the property for a period of 6 to 10 years. Also, 23 respondents, representing 12.7% have occupied the property for over ten years. This

shows that 82.2% have lived for at least two years in the study area and are therefore conversant with the goings on and their opinions are reliable.

4.3.7 Types of Residential Property Occupied by Respondents

Attempt is made to establish the types of residential properties occupied by the respondents. Six types of properties were identified, namely, Blocks of flats, Detached House, Terrace House and Duplex.

Out of one hundred and eighty residents, forty (40), representing twenty-two point two (22.2) % of respondents reside in bungalows; Ninety- seven (97) representing fifty- three point nine (53.9) % of the respondents, occupy block of flats; four (4) representing two point two (2.2) % of the respondents occupy the tenement residential unit ; fourteen (14) representing seven point eight (7.8) % of the total respondents occupy the detached houses; eighteen (18) representing ten % (10%) of the respondents occupy the duplex apartment ; while three (3) representing one point seven (1.7) % of the respondents occupy terrace houses as shown in Table 4.6.

Table 4.6: Types of property Occupied by Respondents

S/N	Residential unit	Frequency	Percentage
1	Not filled	4	2.2
2	Bungalow	40	22.2
3	Block of flats	97	53.9
4	Tenement	4	2.2
5	Detached house	14	7.8
6	Duplex	18	10.0
7	Terrace House	3	1.7
Total		180	100.0

Table 4.6 shows that majority of the respondents occupy blocks of flats. This probably indicates that many of them are the income earners living within a high-density residential neighborhood which are usually characterized by blocks of flats, and occasionally, detached houses and duplexes.

4.3.8 Professional Status of Respondents' (Estate surveyors)

In this section, an attempt was made to determine the professional status and qualification of the respondent Estate Surveyors and Valuers. In this case, the respondents were categorized as Estate Surveyor, Estate Surveyor and Valuer, associate partner, Managing Partner, and Principal Partner as shown in Table 4.7.

Table 4.7: Respondents' Professional Status

S/N	Professional Status	Frequency	Percentage
1	No response	3	8.0
2	Estate Surveyor	11	32.0
3	Estate Surveyor & Valuer	10	28.0
4	Associate Partner	3	8.0
5	Managing Partner	2	4.0
6	Principal Partner	7	20.0
Total		35	100.0

Out of 35 respondent Estate Surveyors, eleven (32%) are Estate Surveyors; ten (28%) are Estate Surveyors and Valuers; three (8%) are associate partners; two (4%) are managing partners; while seven (20%) are principal partners of their respective firms

Details of the analysis shown in Table 4.7 indicate that twenty-two, representing (60%) are at least registered Estate surveyors and Valuers, implying that the respondents were highly recognized in their field and it is expected that their opinion would have positive impact on the reliability of the research findings.

4.3.9 Professional Qualification of Respondents' (Estate Surveyors)

In this section, an attempt was made to determine the professional qualification of the respondent Estate Surveyors. In this case, the respondents were categorized as Student, Probationer, Associate for less than 10 years, Associate above 10 years and Fellow as shown in Table 4.8

Table 4.8 Professional Qualification of Respondents

S/N	Qualification	Frequency	Percentage
1	No response	2	4.0
2	Student	3	12.0
3	Probationer	14	40.0
4	Associate < 10 years	7	20.0
5	Associate > 10 years	7	20.0
6	Fellow	2	4.0
Total		35	100.0

Out of 35 respondents, three representing (12%) of the respondents are student in higher institutions, while fourteen (14) representing (40 %) of the respondents are probationer members and seven (7) representing (20%) are associate members with less than ten (10) years post qualification experience and the same proportion of respondents are associates with more than ten (10) years post qualification experience. Also, two (2) representing (4%) of the total respondents interviewed is a Fellow.

4.4 Examination of the Relationship Existing Between Landlords and Tenants in the Study Area

In this section, attempt is made to resolve the first objective which is to examine the relationship that exists between landlords and tenants in the study area. In doing so, both the residents' (landlords and tenants) and the Estate Surveyors and Valuers' opinions on questions such as their views on a range of subject matters pertaining to the lease are expressed subsequently.

4.4.1 Nature of Landlord-Tenant Relationship (Residents' Perspective)

Out of 180 respondents, eighty (80) viewed the nature of relationship between landlord-tenant as cordial representing (44.4%) of respondents; Twenty (20) representing (11.1%) of respondents are of the view that the relationship between landlord and tenant is a boss-subordinate one; thirty (30) representing (16.7%) of respondents are of the view that the landlord-tenant relationship is pro-landlord in nature (i.e. in favour of the landlord characteristically); six (6) representing (3.3%) of

respondents view the relationship as being pro-tenant in nature (i.e. in favour of the tenant characteristically); While Forty-one (41) representing (22.8%) respondents view the landlord-tenant relationship as that of a mutual participation as shown in Figure 4.9.

Table 4.9: Residents Opinion of Nature of Landlord-Tenant Relationship

S/N	Options	Frequency	Percentage
1	No response	3	1.7
2	Cordial relationship	80	44.4
3	Boss-Subordinate	20	11.1
4	Strongly in landlord favour/Pro-landlord	30	16.7
5	Strongly in tenant's favour/Pro-tenant	6	3.3
6	Mutual participation	41	22.8
	Total	180	100.0

Result from the table above shows that the nature of landlord tenant relationship in the opinion of landlords and tenants is majorly that of a cordial relationship and subsequently one of mutual participation.

4.4.2 The Nature of Landlord- Tenant Relationship (Estate Surveyors' Perspective)

Out of 35 respondents, thirteen (13) representing (36 %) of the respondents view the nature of landlord - tenant relationship as being that of a mutual participation; eleven (11) representing (32 %) of the total respondents are of the opinion that the landlord - tenant relationship is cordial; four (4) representing 12 % of respondents believe the it is a boss-subordinate relationship; six (6) representing 16 % of respondents view the relationship as pro-landlord in nature (i.e. in favour of the landlord characteristically); none of the respondents think the relationship is pro-tenant; while one(1) of the twenty-five respondents failed to indicate their perspective on landlord-tenant relationship.

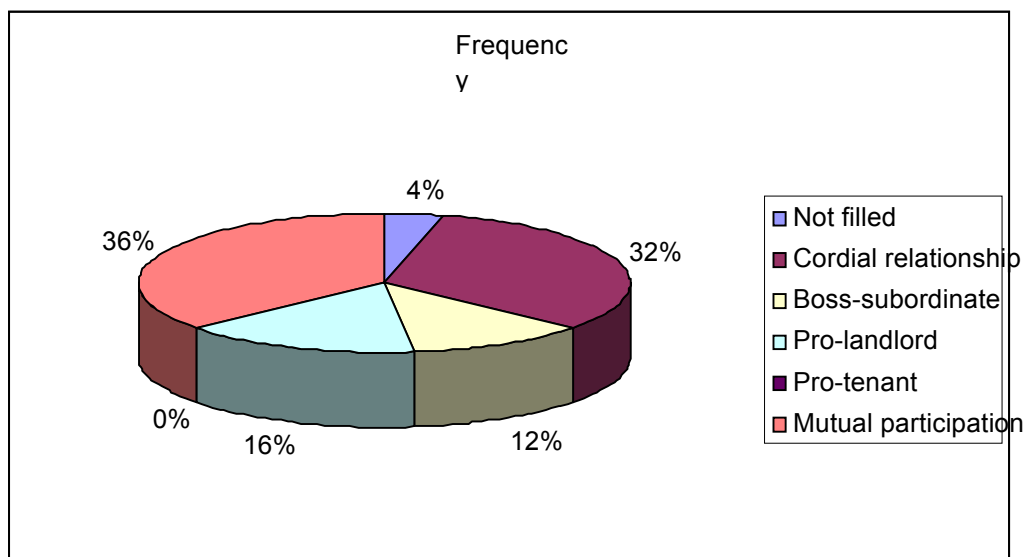


Fig 4.4 Estate Surveyors Perspective on Nature of Landlord-Tenant Relationship

From the above, majority of the respondent Estate Surveyors view landlord-tenant relationship as that of a mutual participation closely followed by being a cordial relationship, and totally negating the relationship being pro-tenant, that is the respondents believe that landlord-tenant relationship is not in favour of the tenants.

4.4.3 Responsibility for Developing and Maintaining Good Working Relationship between Landlords and Tenants (Residents' Opinion)

Respondents' opinion were weathered on whose responsibility it is to develop and maintain good working relationship between landlords and tenants, their response is revealed below.

Table 4.10: Residents' Opinion on Responsibility of Develop and Maintain Good Working Relationship between Landlords and Tenants

S/N	Response	Frequency	Percentage
1	No response	12	6.7
2	Managing Surveyor	50	27.8
3	Lawyer	56	31.0
4	Tenant	34	18.9
5	Landlord	28	15.6
Total		180	100.0

Out of 180 respondents, fifty (50) representing (27.8 %) are of the view that the Managing Surveyor is responsible for developing and maintaining a good working relationship between landlords and tenants; thirty-four (34) representing (18.9 %) of respondents are of the opinion that tenants are responsible for the maintenance of a good working relationship between themselves and their landlords; twenty-eight (28) representing (15.6 %) of respondents think it is the responsibility of the landlords to maintain a good working relationship between themselves and tenants; fifty-six (56) representing (31 %) of the respondents are of the view that lawyers are responsible in maintaining a good working relationship between landlords and tenants as shown in Table 4.10.

In view of the above, an outsized proportion of landlords and tenants rely by and large on the lawyers to develop and maintain the relationship between one another before the Estate Managers and thereafter themselves. This probably implies that they do not place the managers in their proper position as well as giving the cold shoulder to acknowledging a major part of the responsibility for ensuring a good working relationship.

4.4.4 Responsibility of Developing and Maintenance Good Working Relationship between Landlords and Tenants (Estate Surveyors' Opinion)

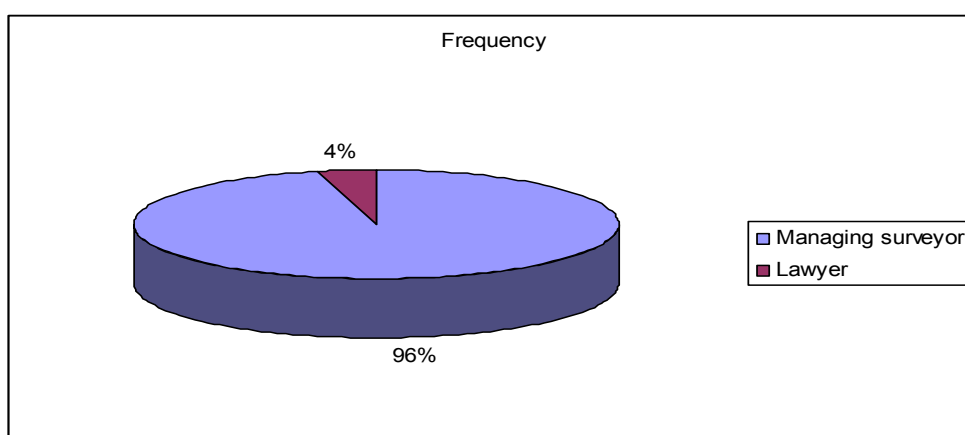


Fig. 4.5: Estate Surveyors' Opinion on Responsibility of Developing and Maintenance Good Working Relationship between Landlords and Tenants

As illustrated in Fig. 4.5, Almost all the respondent Estate Surveyors consider themselves as being responsible for the development and maintenance of good working relationship between landlords and tenants; this is assented to by thirty-four (34) representing (96 %) of respondents; while one (1) representing four (4%) of respondents believe that the responsibility of maintaining and developing good working relationship between landlords and tenants is the responsibility of lawyers.

From the above, it is sheer to affirm that Estate Surveyors and Valuers as professionals should be manned with the responsibility of the development and maintenance of good working relationship between landlords and tenants.

4.4.5 Nature of Landlords (Residents' view)

In sampling respondents' (both landlords and tenants) viewpoint on the nature /attributes of landlords, seventy- six(76) representing (42.2 %) of the respondents think they are only after their rents; fifty-nine (59) representing (32.8 %) consider landlords as being co operative; thirty-one (31) on the other hand representing (17.2 %) of the respondents think landlords are merciless and greedy; while eight (8)

representing (4.4 %) of the respondents are of the view that landlords are unreasonable and stubborn as shown in Table 4.11.

Table 4.11: Residents Opinion on the Nature of Landlords

S/N	Options	Frequency	Percentage
1	No response	6	3.3
2	Merciless and greedy	31	17.2
3	Only after the rent	76	42.2
4	Unreasonable and stubborn	8	4.4
5	Co operative	59	32.8
	Total	180	100.0

From the above, residents' opinion of the nature of landlords reveal that landlords are only after their rent but can also be co-operative at times.

4.4.6 Nature of Landlords (Estate Surveyors' view)

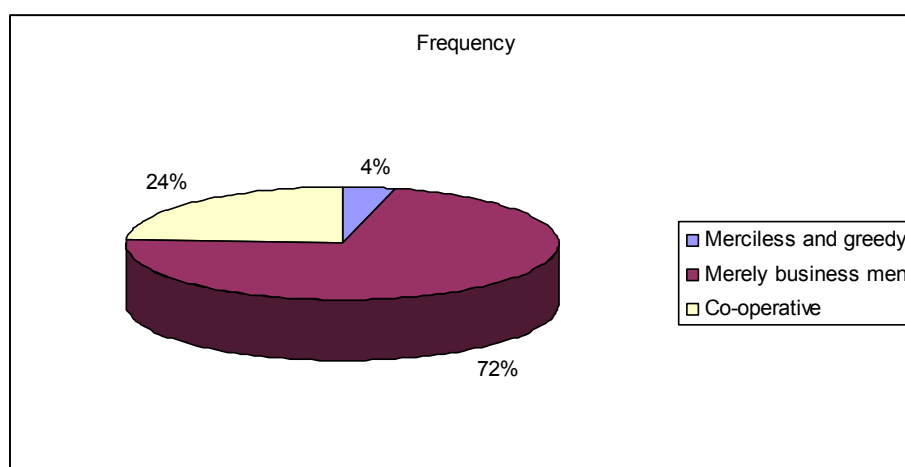


Fig. 4.6: Estate Surveyors' view on Nature of Landlords

As illustrated in Fig. 4.6, Amongst the 35 respondent Estate Surveyors, twenty-five (25) representing 72 % of respondents believe that landlords are merely business men; nine (9) representing 24 % of respondents view landlords as co-operative; while one (1) representing 4 % of respondents view landlords as merciless and greedy persons.

In concordance with the response in (Table 4.11 and Fig. 4.6), landlords can be said to have a characteristically business minded and ambitious nature, evident by the manner in which they hound after rent and other money related issues.

4.4.7 Nature of Tenants (Residents' View)

In sampling respondents' (landlords and tenants) viewpoint on the nature /attributes of tenants, seventy-three (73) representing (40.6 %) of the respondents are of the opinion that tenants are at the mercies of the landlords; fifty-five (55) representing (30.6 %) think tenants are co operative; thirty-eight (38) representing (21.0 %) of the respondents are of the view that tenants are unreasonable and stubborn; while thirteen (13) representing (7.2 %) of the respondents view tenants as selfish as shown in Table 4.12.

Table 4.12: Residents' View on Nature of Tenants

S/N	Options	Frequency	Percent
1	No response	1	0.6
2	Selfish	13	7.2
3	At the mercies of the landlords	73	40.6
4	Unreasonable and stubborn	38	21.0
5	Co-operative	55	30.6
	Total	180	100.0

4.4.8 Nature of Tenants (Estate Surveyors' view)

Out of 35 respondent Estate Surveyors, seven (7) representing 16 % of the respondents are of the opinion that tenants are unreasonable and stubborn; seven (7) representing (20 %) of respondents view tenants as selfish people; eight (8) representing (24 %) of the respondents see tenants as being at the mercies of the landlord;; while fourteen (14) representing (40 %) of the total respondents are of the view that tenants are co-operative.

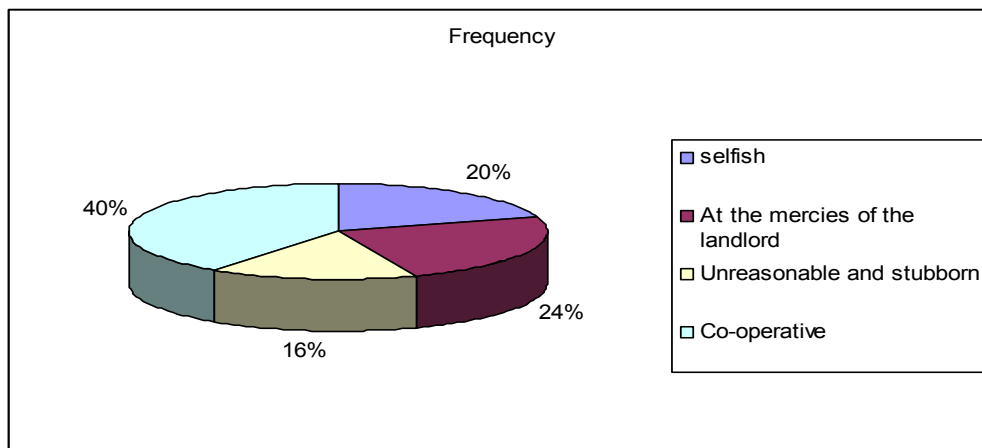


Fig 4.7: Estate Surveyors' view on Nature of Tenants

Subject to weighing the response of residents and Estate surveyors, it is incidental that the above responses portray tenants as being characteristically co-operative and subsequently at the mercies of landlords. This paints the picture of tenants as susceptible and subject to the demands of landlords.

4.4.9 Residents' Opinion on Nature of Landlords and Tenants

An attempt to relate how residents view on certain subject matter as regards landlord-tenant relationship were asked, in doing so, respondents were asked to rate the questions on a likert scale with options ranging from strongly agree(SA), Agree (A), Neutral (N), Disagree(D), Strongly disagree (SD). Response was thereafter rated using Relative Importance Index.

Table 4.13: Residents' Ratings on Nature of Landlords and Tenants

S/N	In residential property management: LANDLORDS	No. of respondents					RII	Rank	General Rank
		SD	D	N	A	SA			
		1	2	3	4	5			
1	Landlords only care about their rent	12	45	77	46	0	0.55	3	4
2	Landlords do not listen to professional advice	3	80	79	9	9	0.54	4	5
3	Landlords care about the condition of their properties and respond to maintenance issues	8	31	105	15	21	0.61	2	2
4	Landlords believe that having labored, without assistance from any third party, the tenants should not voice any complaint whatever problem might occur	11	78	53	37	1	0.53	5	6
5	The landlord often design some extra legal schemes for throwing out the tenants into the street without due process of law	15	44	94	24	3	0.71	1	1
TENANTS									
1	Tenants do not care about the condition of the property	12	95	65	6	2	0.47	3	8
2	Tenants only care about repair that affect them directly	5	32	116	20	7	0.59	1	3
3	High income earners are the most troublesome of tenants	33	86	38	20	3	0.46	4	9
4	Medium income earners are the most troublesome of tenants	21	118	30	3	8	0.44	5	10
5	Low income earners are the most troublesome of tenants	26	59	64	30	1	0.51	2	7

On the subject of matters relating to landlords in landlord-tenant relationships, 53 % of respondents affirm that Landlords believe tenants should not voice any complain whatever problem might occur; 54 % of the respondents agree that landlords do not listen to professional advice; 55 % of the respondents assert that landlords only care about their rents ; while a majority representing 71 % of respondents are of the opinion that the landlords often design some extra legal schemes for throwing out the tenants into the street without due process of law.

On the other hand, as regards matters relating to tenants in landlord-tenant relationships; 44 % of respondents (representing the least percentage) agree with the concern that medium income earners are the most troublesome amongst all class of

tenant; 46 % of the respondents agree that high income earners are the most troublesome of tenants; while a higher percentage (51 %) of respondents believe that low income earners are the most troublesome of tenants.

Furthermore, the general opinion that tenants do not care about the condition of the property and only care about repairs that affect them directly was established by 47 and 59 % of respondents attesting to the statement respectively. Further endorsement is given after the subject matter was compared with the 61 % of respondents who agree that landlords care about the conditions of their properties and respond to maintenance issues.

4.4.10 Estate Surveyors' view on Nature of Landlords and Tenants

An attempt to relate how Estate Surveyors' view issues on certain subject matter as regards landlord-tenant relationship were asked, in doing so, respondents were asked to rate the questions on a likert scale with options ranging from strongly agree(SA), Agree (A), Neutral (N), Disagree(D), Strongly disagree (SD). Response was thereafter rated using Relative Importance Index as shown in Table shown in Table 4.14.

Table 4.14: Estate Surveyors' Ratings on Nature of Landlords and Tenants

S/N	In residential property management: LANDLORDS	No. of respondents					RII	Rank	General Rank
		SD	D	N	A	SA			
		1	2	3	4	5			
1	Landlords only care about their rent	3	6	12	7	7	0.55	2	4
2	Landlords do not listen to professional advice	5	15	8	2	5	0.34	5	10
3	Landlords care about the condition of their properties and respond to maintenance issues	5	2	18	10	0	0.62	1	1
4	Landlords believe that haven sweated it out to build a house, without assistance from any third party, the tenants should not voice any complain whatever problem might occur	7	4	14	5	5	0.46	4	7
5	The landlord often design some extra legal schemes for throwing out the tenants into the street without due process of law	2	10	12	6	5	0.50	3	5
TENANTS									
6	Tenants do not care about the condition of the property	3	13	11	2	6	0.48	3	6
7	Tenants only care about repair that affect them directly	0	11	13	11	0	0.60	1	2
8	High income earners are the most troublesome of tenants	7	12	12	2	2	0.44	4	8
9	Medium income earners are the most troublesome of tenants	7	14	14	0	0	0.42	5	9
10	Low income earners are the most troublesome of tenants	1	12	17	2	3	0.59	2	3

On the subject of matters relating to landlords in landlord-tenant relationships, 34 % of the respondents agree that landlords do not listen to professional advice; 46 % of

respondents claim that Landlords believe tenants should not voice any complain whatever problem might occur; 50 % of respondents are of the opinion that the landlords often design some extra legal schemes for throwing out the tenants into the street without due process of law; 55 % of the respondents claim that landlords only care about their rents; while a majority representing 62% of the respondents assert that landlords care about the condition of their properties and respond to maintenance issues.

On the other hand, as regards matters relating to tenants in landlord-tenant relationships; 42% of respondents (representing the least percentage) agree with the concern that medium income earners are the most troublesome amongst all class of tenant; 44 % of the respondents agree that high income earners are the most troublesome of tenants; while a higher percentage, 59 % of respondents believe that low income earners are the most troublesome of tenants.

Furthermore, the general opinion that tenants do not care about the condition of the property and only care about repairs that affect them directly was established by 48 and 60 % in that order of respondent Estate Surveyors' attesting to the statement. Further endorsement is given after the subject matter was compared with the 62 % of respondents who agree that landlords care about the conditions of their properties and respond to maintenance issues.

4.5. Responsiveness of Landlord and Tenants to Their Responsibilities in Tenancy Agreement

In this section, attempt is made to resolve the second objective which is to examine the responsiveness of landlord and tenants to their responsibilities in lease agreement in the study area. In doing so, both the residents' (landlords and tenants) and the

Estate Surveyors and Valuers' opinions on issues such as their views on various matters pertaining to the lease are expressed subsequently.

4.5.1 Residents' Opinion on Responsiveness of Landlords to Their Responsibilities

Respondents were asked to rate the questions on a likert scale with options ranging from strongly agree (SA), Agree (A), Neutral (N), Disagree (D), strongly disagree (SD). Response was thereafter rated using Relative Importance Index as shown in Table as shown in Table 4.15

Table 4.15: Residents' Ratings on Responsiveness of Landlords to Responsibilities

S/N	Landlords' issues	No. of respondents and rating					Relative important index	Rank
		Negligent	Low	Neutral	High	Very high		
		1	2	3	4	5		
1	Response to rent issues	5	12	16	46	101	0.85	1
2	Response to repair and maintenance issues	15	64	39	47	15	0.58	2
3	Response to the quite enjoyment of tenants in the premises	32	34	63	36	15	0.48	4
4	Response to payment of taxes and rates	30	46	56	36	12	0.55	3

Table 4.15 shows that the response of landlord to rent is the most sensitive with 85 % rating it is followed by 58 % that rated landlords' response to repair and maintenance issues; 48 % rated response to payment of taxes and rates, ranking it the third important factor; and lastly, the response of landlords' to quite enjoyment of tenants in the premises is the least sensitive factor.

From the above, it can be deduced that landlords are most responsive to issues of rent and least responsive to quite enjoyment of tenants in the premises.

4.5.2 Estate Surveyors' Opinion on Responsiveness of Landlords to Responsibilities

Respondents were asked to rate questions on responsiveness of landlords to responsibilities on a likert scale with options ranging from strongly agree (SA), Agree (A), Neutral (N), Disagree (D), strongly disagree (SD). Response was thereafter rated using Relative Importance Index as shown in Table as shown in Table 4.16

Table 4.16: Estate Surveyors' Ratings on Responsiveness of Landlords to Responsibilities

S/N	Issues	No. of respondents and rating					Relative important index	Rank
		Negligent	Low	Neutral	High	Very high		
		1	2	3	4	5		
1	Response to rent issues	0	0	3	11	21	0.90	1
2	Response to repair and maintenance issues	11	14	6	3	1	0.51	4
3	Response to the quite enjoyment of tenants in the premises	1	9	15	5	5	0.67	2
4	Response to payment of taxes and rates	8	11	8	6	2	0.58	3

Table 4.16 shows landlords' response to their responsibilities. 90 % of respondents are of the opinion that landlords respond quicker to issues pertaining to rent; followed by 67 % of the respondents who assert that landlord respond to the quite enjoyment of tenants in the premises; 58 % of respondents believe that landlords respond to the payment of taxes and rates; and landlords respond the least to issues of repairs and maintenance verified by 50 % of respondents that correspond to this.

From the above, Estate surveyors view landlords as most responsive/reactive to rent issues and least reactive when it comes to their responsibility to repair and maintain the premises.

4.5.3 Residents' Opinion of Responsiveness of Tenants to Responsibilities

Respondents were asked to rate questions on responsiveness of tenants to responsibilities on a likert scale with options ranging from strongly agree (SA), Agree (A), Neutral (N), Disagree (D), Strongly disagree (SD). Response was thereafter rated using Relative Importance Index as shown in Table 4.17

Table 4.17: Residents' Ratings on Responsiveness of Tenants to Responsibilities

S/N	Issues	No. of respondents and rating					Relative Important Index	Index
		Negligent	Low	Neutral	High	Very high		
		1	2	3	4	5		
1	Response to payment of rent	8	20	56	77	19	0.69	1
2	Response to payment of taxes and rates	13	59	55	46	7	0.57	6
3	Response to payment of charges such as electricity, water bills e.t.c	12	25	49	85	9	0.66	2
4	Response to repair/maintenance	17	58	54	45	6	0.56	7
5	Response to payment of services charge	3	76	35	54	12	0.60	4
6	Response to issues in alteration of premises	4	64	56	47	9	0.59	5
7	Response in keeping the interior and the appurtenance in good and substantial repair	7	58	57	40	18	0.43	8
8	Response to issues relating to sub-letting	30	20	57	50	23	0.62	3

In order of importance, residents' are of the opinion that tenants are quick to respond to issues relating to payment of rent rated at 69 %; payment of charges rated at 66 %, sub-letting rated at 62 %, payment of services charge rated at 60 %, alteration of premises rated at 59 %, payment of taxes and rates rated at 57 %, to repairing and

maintenance premises rated at 56 %; and keeping the interior and the appurtenance in good and substantial repair rated at 43 %.

Respondents are therefore of the opinion that landlords are most reactive when it comes to paying rent and are least responsive to issues on keeping their interior and appurtenances in good and substantial repair.

Response shows that when it comes to performing their obligations, tenants' response to rent is very high while their response to keeping the interior and the appurtenance in good and substantial repair is low.

4.5.4 Estate surveyors' view on Tenant's response to Responsibilities

Respondents were asked to rate questions on a likert scale with options ranging from strongly agree (SA), Agree (A), Neutral (N), Disagree (D), Strongly disagree (SD). Response was thereafter rated using Relative Importance Index as shown in Table as shown in Table 4.18

Table 4.18: Ratings of Estate surveyors' view on Tenant's response to Responsibilities

S/N	Responsibilities	No. of respondents and rating					Relative Important Index	Rank
		Negligent	Low	Neutral	High	Very high		
		1	2	3	4	5		
1	Response to payment of rent	1	14	10	5	5	0.55	7
2	Response to rent revision	1	7	6	11	10	0.62	1
3	Response to payment of taxes and rates	1	16	8	9	1	0.34	9
4	Response to payment of charges such as: electricity, water bills	4	10	11	3	7	0.50	8
5	Response to repair/maintenance	1	10	18	4	2	0.57	5
6	Response to payment of service charge	3	11	9	8	4	0.56	6
7	Response to issues in alteration of premises	2	13	5	14	1	0.59	2
8	Response in keeping the interior and the appurtenance in good and substantial repair	1	9	5	20	0	0.59	2
9	Response to issues relating to sub-letting	4	13	9	5	3	0.58	4

From the table above, respondents rated tenants' response to rent revision first as attested to by 78 % of respondents followed by tenants' response to issues relating to alteration of premises and keeping the interior and the appurtenance in good and substantial repair with 70 % of respondents attesting to these. Also, tenants respond least to issues relating to payment of charges such as electricity, water bills et cetera, payment of rent and payment of taxes and rates.

Generally, in the aspects of responsibilities of landlord and tenants in the lease agreement, rent and rent related issues attracts the highest response from both parties.

4.6 Causes of Landlord-Tenant Disputes

In this section, effort is put to decipher the third objective which seeks to determine if disputes arise between landlords and tenants and ascertain the causes of such disputes.

In doing so, respondents were asked whether they have encountered disputes. They were also asked to point out problems encountered in the course of their lease and property management experiences respectively, on a scale of (1-5), 5 being the highest and 1 the lowest. Response was rated using Relative Importance Index. Thereafter, inquiries based on the bases of the problems, which later result to landlord-tenant disputes were worked out.

4.6.1 Occurrence of Disputes between landlords and tenants (Residents' perspective)

Tenants were asked if they have ever encountered disputes in the course of their lease, and their individual responses are illustrated in Table 4.19

Table 4.19: Residents' that have encountered disputes between landlords/ tenant

S/N	In the course of the leasehold have you ever encountered disputes?	Frequency	Percentage
1	No response	20	11.1
2	No	77	42.8
3	Yes	83	46.1
Total		180	100.0

Out of the 180 respondent residents, 83 representing 46.1 % of respondents have encountered disputes between themselves and either landlord or co-tenants in the period of their lease; while 77 representing 42.8 % of respondents have never encountered any dispute between themselves and either landlords or co-tenants.

4.6.2 Occurrence of Disputes between landlords and tenants (Estate Surveyors' perspective)

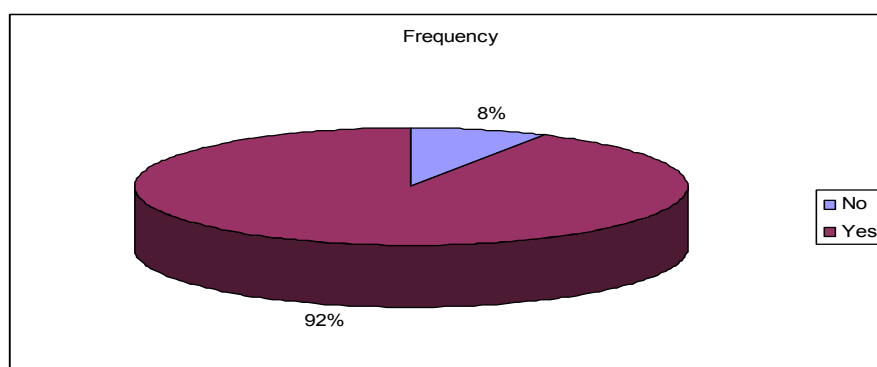


Fig 4.8: percentage of Estate surveyors that have encountered disputed between landlords and tenants

Alluding from Figure 4.8, out of the 35 respondent Estate surveyors, 32 representing (92 %) of respondents agreed that they have encountered disputes between landlords and tenants in the course of their services; while the remaining 3 representing (8 %) of respondents have never encountered disputes between landlords and tenants in the course of their services.

4.6.3 Residents' Opinion of Problems Encountered with Tenants

Residents were asked questions on the perceived problems that tenants have been known to cause in a lease arrangement.

Their response revealed that the most prominent problem faced with tenants is that of both default in rent payment and accumulation of electricity, water and other bills rated by 64 % of the respondents; this is followed by the problem of nuisance caused by tenants ranked by 60% of the respondents; damage to landlords' fixture/fittings represented by 57 % of the respondents; and the least ranked problem according to 50 % of respondents is the problem of quarrelling among co-tenants as shown in Table 4.20.

Table 4.20: Ratings of Residents' Opinion on Problems Encountered with Tenants

S/N	Problems	Number of respondents					RII	Rank
		1	2	3	4	5		
1	Default in rent payment	43	4	15	66	52	0.64	1
2	Nuisance	14	20	110	24	12	0.60	3
3	Damage to landlord's fixture/fittings	22	24	112	8	14	0.57	4
4	Quarrelling with other tenants	46	85	20	22	7	0.44	5
5	Accumulation of electricity, water and other bills	41	12	15	96	16	0.64	1

From the illustration above, it is safe to voice that the medium income tenant, represented by the respondent residents', will default in the payment of rent and bills over and above constituting a nuisance; damaging landlord's fittings and fixture; and scarcely quarrel with co-tenants.

4.6.4 Estate Surveyors View on Problems Encountered with Tenants

Estate Surveyors' were questioned as regards problems they experience with tenants in the course of property management. Their response is illustrated in Table 4.21.

Table 4.21: Ratings of Estate Surveyors View on Problems Encountered with Tenants

S/N	Problems	Number of respondents					RII	Rank
		1	2	3	4	5		
1	Default in rent payment	3	2	1	4	25	0.81	1
2	Nuisance	11	12	9	1	2	0.53	5
3	Damage to landlord's fixture/fittings	4	10	6	11	4	0.62	3
4	Quarrelling with other tenants	3	12	4	12	4	0.62	3
5	Accumulation of electricity, water and other bills	6	3	11	10	6	0.64	2

Response from the 35 respondent Estate Surveyors' reveal that, the most prominent problem faced with tenants is that of default in rent payment with 81 % of the respondents attesting to this; followed by the accumulation of electricity, water and other bills rated 64 %; the problem of damage to landlords' fixture/fittings and quarrelling with co-tenants where equally rated by 62 % of the respondents; while the problem of nuisance comes at the bottom of the list with 53 % of the respondents attesting to this as shown in Table 4.21.

4.6.5 Residents' View on Problem Encountered with Landlords

According to residents' response, the top on the list of problems encountered with landlord is that refusal to repair and maintain property which was attested to by 84 % of respondents; wanting to control activities of tenants rated by 73 % of respondents comes next; another outstanding problem faced with landlords is the demand for rent in advance evident by 68 % of respondents attesting to this; the least problem faced is that landlord could sometimes want to administer/manage service rated by 50 % of respondents as shown in Table 4.22

Table 4.22: Ratings of Residents' View on Problem Encountered with Landlords

S/N	Problems	Number of respondents and ratings					RII	Rank
		1	2	3	4	5		
1	Demanding for rent in advance	12	30	50	46	42	0.68	3
2	Refuse to repair and maintain property	19	9	21	89	60	0.84	1
3	They want to administer/manage service charge	24	7	95	34	20	0.62	4
4	Wanting to control activities of tenants	12	15	63	27	63	0.73	2

From the above, it is of clear that residents view landlords as most problematic as they often refuse to repair and maintain their property.

4.6.6 Estate Surveyors' View on Problems Encountered with Landlords

Respondent Estate Surveyors ranked the problems they encounter with landlords as follows: top on the list is that of refusal to repair and maintain property as at when due and this is attested to by 78 % of respondents; high up on the list is a well-known problem faced of landlords demanding for rent in advance from the Estate Managers rated by 77 % of the respondents; landlords also want to administer/manage service charge by themselves with 64 % of respondents agreeing to this; followed by the problem faced with landlords wanting to control activities of tenants with 56 % of respondents attesting to this as shown in Table 4.23.

Table 4.23: Ratings of Estate Surveyors' View on Problems Encountered with Landlords

S//N	Problems	Number of respondents					RII	Rank
		1	2	3	4	5		
1	Demanding for rent in advance	9	6	2	6	12	0.77	2
2	Refuse to repair and maintain property	7	6	5	6	11	0.78	1
3	They want to administer/manage service charge	4	9	6	15	1	0.64	3
4	Wanting to control activities of tenants	10	10	9	2	4	0.56	4

4.6.7 Causes of Landlord-Tenant Disputes (Residents' view)

At this seam, inquiries on the causes of the consequential problems, which later result to landlord-tenant disputes were made. Respondents were asked to pick as many options as applicable to the context. Their response is put into effect in Figure 4.9.

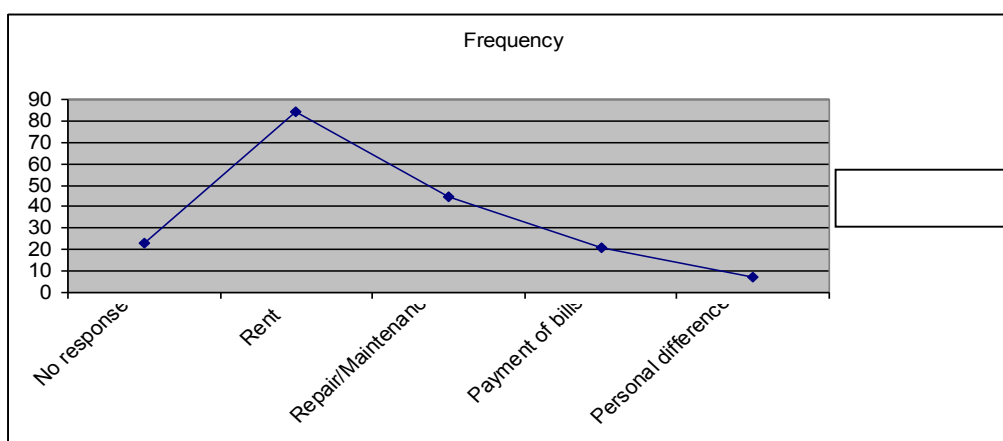


Fig. 4.9: Residents' view on Bases of Landlord-Tenant Disputes

The major grounds for landlord-tenant disputes according to 84 residents representing 46.7 % of respondents is rent; 45 residents representing 25 % of respondents are of the opinion that it is repairs and maintenance; 21 representing 11.7 % of respondents gave the ground for landlord-tenants dispute as non-payment of bills; while 7 residents representing 3.9 % of respondents, view the major ground for landlord-tenant disputes to be as a result of personal differences between landlords and tenants.

From the above, it is glaring that residents' view rent as the basis or cause of landlord-tenant disputes. While it is perceived that personal differences are not the cause or major grounds of landlord-tenant disputes.

4.6.8 Estate Surveyors' view on Causes of Landlord-Tenant Dispute

Table 4.24: Estate Surveyors' view on causes of Landlord-Tenant Dispute

S/N	Causes	Frequency	%
1	Rent	21	84
2	Repair and maintenance	20	80
3	Payment of bills	18	72
4	Personal differences	9	36

Out of the 35 respondent Estate surveyors, 30 representing (84 %) of respondents agree that the most prominent cause of landlord-tenant disputes is the problem of rent; this is followed by the 28 representing (80 %) of the respondents who believe that it is due to repairs and maintenance issues; 25 representing (72 %) of respondents think it is the problem of payment of bills; 13 representing 36 % of respondent are of the view that disputes arise as a result of personal differences between landlords and tenants.

4.6.9 Residents' Reasons for Lack of Trust between Landlords/Tenants

Out of the 180 respondent residents that gave reasons for lack of trust between themselves, 20 representing (11.1 %) of the respondents are of the view that the principal reason for lack of trust between landlord/tenant is as a result of limited involvement structure of both parties in the preparation of the lease agreement; 16 residents representing (8.9 %) of the respondents gave the reason for lack of trust as the lack of action plan within lease agreement ; 23 representing (12.8 %) of the respondents are of the view that the principal reason for lack of trust between landlord/tenant is the extent of tenant participation in decision making; while 61 representing (33.9 %) of the respondents are of the view that the principal reason for lack of trust between landlord/tenant is as a result of poor communication between the parties as illustrated in Table 4.25.

Table 4.25: Residents Reasons for lack of trust between Landlords/Tenants

S/N	Options	Frequency	Percentage
1	No response	25	13.9
2	Limited involvement structure	20	11.1
3	No action plan within lease agreement	16	8.9
4	Poor communication	61	33.9
5	Extent of tenant participation	23	12.8
6	Gap caused by estate managers as middle men between landlord/tenant	35	19.4
Total		180	100.0

4.6.10 Estate Surveyors' Reasons for Lack of Trust between Landlord/Tenant

Out of the 35 respondent Surveyors, 13 residents representing (36 %) of respondents assert that the reason for lack of trust between the parties is as a result of gap caused by estate managers as middle men between landlord and tenant; 12 (32 %) of respondents think it is because of lack of communication between landlords and tenants; 7 representing (20 %) of the respondents say it is because of the extent of tenant participation in decision making ; the same proportion of respondent owe the lack of trust between the parties to limited action plan within lease agreement to provide for issues that may arise; while the least reason given for the lack of trust is limited involvement of tenants in the lease agreement structure, agreed to by 1 representing 4 % of respondents as shown in Table 4.26.

Table 4.26: Estate Surveyors' Reasons for Lack of Trust between Landlord/Tenant

S/N	Options	Frequency	Percentage
1	Gap caused by estate managers as middle men between landlord/tenants	13	36
2	Poor communication	12	32
3	Extent of tenant participation in decision making	7	20
4	No action plan within lease agreement	7	20
5	Limited involvement structure	1	4

4.7 Approaches Adopted in Dispute Resolution by Parties

In this section, attempt is made to resolve the forth objective which is to discover the approaches adopted by landlords, tenants and the Estate Surveyors and Valuers' to resolve landlord- tenant disputes. Opinions on questions such as their views on a range of subject matters pertaining to the perceived solutions to resolving disputes,

actions that have been taken in dispute resolution from past experiences and suggestions on the best methods or alternatives in dispute resolutions are expressed subsequently.

4.7.3. Solution of Tenant Problems (Tenants Perspective)

In this section, tenants were asked how Estate Surveyors solve problems that arise between themselves and landlords, based on past experience, their response is shown in Figure 4.11.

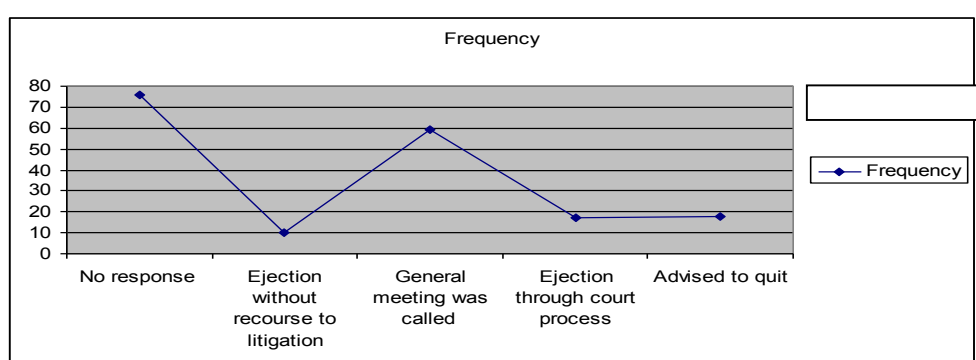


Fig. 4.11: Solution of Tenant Problems (Tenants Perspective)

59 representing 32.8 % of respondents had the problem they encountered solved by the manager calling for a general meeting; 18 representing ten (10) % respondent tenants stated that when they had problems they were advised to quit; 17 representing 9.4 % of the respondents stated that when they encountered problems they were ejected through court process; while 10 representing 5.6 % of respondents are were ejected without recourse to litigation.

Response from the above shows that most recurrent approach adopted in resolving disputes on the tenants part is a scenario where Estate Surveyors organizing general meetings amongst disputing parties.

4.7.4 Solution of Tenant Problems (Estate Surveyor Perspective)

In this section, Estate Surveyors were asked how they resolved issues with problem tenants from their past experience in the management of properties.

Table 4.27: Solution of Tenant Problems (Estate Surveyor Perspective)

S/N	Options	Frequency	Percentage
1	No response	6	16.0
2	Ejection without recourse to litigation	4	12.0
3	General meeting was called	15	44.0
4	Ejection through court process	7	20.0
5	Advised to quit	3	8.0
Total		35	100.0

Out of the 35 respondent Estate Surveyors, 15 representing (44 %) of respondents usually solve the problem they encounter with tenants by calling for a general meeting between the parties involved in the dispute; three (3) representing eight (8 %) of the respondents usually advise the problem tenants to quit; on the other hand, seven (7) representing 20 % usually eject the problem tenants through court process; while four (4), representing 12 % of respondents eject problem tenants without recourse to litigation.

4.7.5 Solution of Landlord Problems (landlords' view)

In this section, landlords were asked how Estate Surveyors resolve problems that arise when tenants have issues or complaints concerning them.

Table 4.28: Solution of Landlord Problems (landlords' view)

S/N	Options	Frequency	Percent
1	No response	157	87.2
2	Appeal to landlord personally	16	8.9
3	Manager arrange general meeting between landlord and tenants	7	3.9
Total		180	100.0

As in Table 4.28, landlords believe that problems between themselves and tenants can be solved if managers arrange general meetings between themselves and tenants as

suggested by 7 representing 3.9 % of the respondents while 16 representing 8.9 % of respondents believe problems would be solved if tenants and estate surveyors appeal personally to them.

4.7.6 Solution of Landlord Problems (Estate Surveyor Perspective)

Here, Estate Surveyors were asked for their opinion on how they resolved issues caused by problem tenants. Their response is given below:

Table 4.29: Solution of Landlord Problems (Estate Surveyor Perspective)

S/N	Options	Frequency	Percent
1	No response	6	16.0
2	Appeal to landlord personally	14	40.0
3	Manager arrange general meeting between landlord and tenants	15	44.0
Total		35	100.0

Respondent Estate Surveyors believe that issues that arise with problem landlords are usually solved by them arranging general meeting between the landlords and tenants in question as suggested by 44 % of the respondents; while ten (10) representing 40 % of the respondents believe that issues with problem landlords can be resolved by appealing to the landlords in question personally; 4 representing 16 % of respondents failed to complete the question.

4.7.7 Methods of dispute resolution (Landlord/tenant view)

Respondents were asked to rate questions on their opinion of the best method for dispute resolution. A likert scale with options ranging from strongly agree (SA), agree (A), neutral (N), disagree (D), strongly disagree (SD). Response was thereafter rated using Relative Importance Index. 70 % of respondents suggest that the best method of dispute resolution between landlords and tenants is by in-house resolution among parties; this is followed by 66 % who suggest that the best method is by arbitration; 62

% of respondents rate litigation as the best method of dispute resolution; while the least method suggested by 51 % of respondents is mediation as in Table 4.30.

Table 4.30: Methods of dispute resolution (Landlord/tenant view)

S/N	Methods	Number of respondents					RII	Rank
		1	2	3	4	5		
1	Litigation	50	7	46	32	45	0.62	3
2	Mediation	24	40	57	40	19	0.50	4
3	Arbitration	6	28	69	62	15	0.66	2
4	In house resolution	19	20	57	20	64	0.70	1

4.7.8 Methods of dispute resolution (Estate Surveyors view)

Here, respondent Estate Surveyors' were asked to rate questions on their opinion of the best method for dispute resolution.

Table 4.31: Methods of dispute resolution (Estate Surveyors view)

S/N	Methods	Number of respondents					RII	Rank
		1	2	3	4	5		
1	Litigation	10	3	5	1	6	0.40	4
2	Mediation	2	2	7	10	4	0.70	2
3	Arbitration	2	3	5	13	2	0.68	3
4	In house resolution	6	1	1	6	11	0.72	1

76 % of respondent Estate Surveyors suggest that dispute between landlords and tenants is better solved by in-house resolution among parties; this is followed by 70 % who suggest that the best method is mediation ; 68 % of respondents suggested arbitration; while the method with the least suggestion by 40 % of respondents is Litigation.

4.8 Testing of Hypothesis

In this section an attempt was made to test the hypothesis raised in Chapter one by the use of Analysis of Variance to describe the relationship between different variables.

4.8.1 Determination of Relationship between Landlords Response to Tenants Request and Payment of Rent by Tenants

In this section, attempt is made to attain the second objective which is to determine the responsiveness of landlords and tenants to their responsibilities usually contained in the tenancy agreement. The first part of the analysis seeks to find out whether tenants response to their responsibilities will change if landlords' response to their duties is prompt. While the second part seeks to establish whether landlords response to responsibilities will change if tenants pay rent on time. In doing so, the Analysis of Variance of the variables was carried out with level of confidence set at 0.05 in Table 4.32.

Table 4.32: Relationship between Landlords Response to Tenants Request and Payment of Rent by Tenants

	Source		Sum of Squares	Degree of freedom	Mean Square	F	P-values (Sig.)
In relation to tenants	prompt response to request from tenants * Payment of Rent by Tenants	Between Groups (Combined)	317.102	14	22.650	2.407	0.012
		Within Groups	451.756	48	9.412		
Total			768.857	62			

(Confidence level set at 0.05)

From Table 4.32, the mean square of the between groups (prompt response to request from tenants and payment of rent by tenants) is 22.650, and 9.412 (within groups). The Table also indicates that the P-values in relation to tenants is (0.012) is less than 0.05. Thus, we accept the null hypothesis, implying that there is no significant relationship between payment of rent by tenant and landlords' prompt response to tenants' request.

Table 4.33: Relationship between Payment of Rent by Tenants and landlords' prompt response to tenants' request

	Source		Sum of Squares	Degree of freedom	Mean Square	F	P-value (Sig.)
In relation to landlords	Payment of Rent by Tenants *	Between Groups (Combined)	698.231	14	49.874	5.075	.000
	landlords' prompt response to tenants'						
		Within Groups	471.706	48	9.827		
Total			1169.937	62			

(Confidence level set at 0.05)

From Table 4.33, the mean square of the between groups (payment of rent by tenants and landlords' prompt response to tenants' request) for landlords', the figures obtained are 49.874 (between groups) and 9.827 (within groups). The Table also indicates that the P-values in relation to Tenants' (0.000) is less than 0.05. Thus, we accept the null hypothesis, implying that there is no significant relationship landlords' prompt response to tenants' request and payment of rent by tenant.

4.8.2 Determining the Relationship between the Tenancy Agreement and Dispute Resolution

In this section, attempt is made to resolve the third objective which is determine if there are disputes arising from the relationship and causes of such disputes. The relationship between the provisions in the tenancy agreement and dispute resolution is tested using ANOVA method of data analysis below.

Table 4.34: Relationship between the Provisions in the Lease Agreement and Dispute Resolution (Tenants)

S/N	Variables		Sum of Squares	Degree of freedom	Mean Square	F	Sig.
In relation to Tenants	dispute resolution *	Between Groups (Combined)	381.942	8	47.743	3.491	.003
		Within Groups	738.470	54	13.675		
Total			1120.413	62			

(Confidence level set at 0.05)

From Table 4.34, the mean square of the between groups dispute resolution is 47.743 while that of within group is 13.675, however the significant level is 0.003. Giving the P-value which is less than 0.05, the null hypothesis is accepted. That is, signing of tenancy agreement by tenants is of no significant value in the dispute resolution in landlord-tenant relationship; and that tenants do not usually comply with tenancy agreements.

Table 4.35: Relationship between the Provisions in the Lease Agreement and Dispute Resolution (Tenants)

S/N	Variables	Sum of Squares	Degree of freedom	Mean Square	F	Sig.	
In relation to landlords	dispute management *	Between Groups (Combined)	131.107	8	16.388	9.920	.000
		Within Groups	89.210	54	1.652		
Total			220.317	62			

(Confidence level set at 0.05)

Table 4.35 shows the result obtained in relation to landlords, for between groups the mean square is 16.388 for between groups and 1.652 for within groups with a significance level of 0.000. Given the degree of freedom (<0.05), the null hypothesis is accepted. That is, signing of tenancy agreement by landlords is of no significant

value in the dispute resolution of landlord-tenant relationship; and that landlords do not usually comply with tenancy agreements.

4.9 Chapter Summary

In this chapter, attempt was made to analyze the data collected as enunciated in chapter three; the purpose is to attend to the aim and objectives of the study and appropriate findings and recommendations thereafter. The respondents' bio-data were analyzed along with data that related each of the set objectives, and hypothesis accordingly. This serves as basis for drawing findings and making recommendations which are carried out in the next chapter.

CHAPTER FIVE

SUMMARY OF FINDINGS, RECOMMENDATION, AND CONCLUSION

5.1 Introduction

This chapter discusses the findings revealed, recommendations and conclusion.

5.2 Summary of findings

The following are the major findings established in the analysis carried out in this study:

- 1) A number of contexts were developed to explain relationship that exists between landlords and tenants. From the study, it was discovered that landlords are not only after their rents, they can be cooperative every now and then. Estate Surveyors alleged that landlords have a characteristically business minded and ambitious nature, evident by the manner in which they hound after rent and other money related issues. In addition to this, responses portrayed tenants as being characteristically co-operative besides being at the mercies of landlords. This paints the picture of tenants as susceptible and subject to the demands of landlords. Conclusively, information from the study disclosed that despite the fact that landlords are self-styled to be purely business men and tenants at the mercies of the landlords, the nature of landlord-tenant relationship is still very much viewed as cordial and subsequently that of a mutual participation.

Moreover, the study exposed a general consideration that the responsibility of maintaining and developing a good working relationship between landlords and tenants lies bulkily in the hands of the Estate Surveyor.

Alluding from the characteristics and responses of the respondent tenants in the study area, the study revealed that low-income earners are the most troublesome of tenants, up and above high-income tenants. Thereby leaving medium-income tenants as the least troublesome of all the three classes of tenants, as evident by the relative importance index analysis carried out.

2. The study showed that tenants' are most sensitive and responsive to issues on payment of rent and rent revision. Categorically, tenants are least responsive to issues relating to payment of charges such as electricity and water bills. On the other hand, combined ratings of respondent residents and surveyors responses show that landlords respond quicker to issues pertaining to rent, and quite enjoyment of tenants in the premises.

3. It is experiential that most landlords deem that the main problem of tenants in the lease is default in the payment of rent, thus attributing their slow response to tenants' maintenance and other requests to this. Meanwhile, tenants blame their slow response to payment of rent on the slow response of landlords to repairs and maintenance. Contrary to their opinion, results as evident by analysis of variance (ANOVA) between payment of rent by tenant and response to responsibilities by landlords showed that payment of rent by tenants is insignificant to landlords' response to tenants' request. The results showed that services provided by the landlords neither improves nor decrease, regardless of whether tenants pay rent or not and vice versa.

4. In a bid to decipher if disputes arise between landlords and tenants, it was discovered that while almost all respondent Surveyors had encountered disputes in the course of property management, there is almost an equal ratio of those landlords and tenants that have encountered disputes and those that have never stumbled upon such

disputes in the course of their lease. This somewhat counteracts the general judgment that no lease can occur without any resulting disputes whatsoever.

On another note, it is safe to voice that medium income tenants often default in the payment of rent and bills hardly constitute a nuisance let alone damage landlord's fittings and fixture; and by a hair's breadth quarrel with co-tenants. Furthermore, it has been established that landlords consider disputes between themselves and tenants as significantly accumulated from mainstream problems such as default in rent payment and nuisance on the tenants' part. On the other hand, Estate Surveyors and tenants mutually think of landlords as most problematic when issues on refusal to repair and maintain property and demanding for rent in advance transpire.

As a result, the study illuminated the major causes of consequential problems, which soon after result to dispute to be for the most part; rent, repairs/maintenance and payment of bills with personal differences amongst parties at the bottom of the list, in other of importance. At last, the reason for lack of trust between parties is prearranged as a result of gap caused by estate managers, who serve as middle men between landlords and tenants, closely followed by lack of communication between landlords and tenants.

5. From the results of the Analysis of Variance on the relationship between provision of lease agreement and dispute resolution, one can see that even though tenants and landlords sign the agreements, disputes still arise between them. Those that claim to fully comprehend issues in the agreement still fall short and default in doing their duties. Even as the tenancy agreement protects the landlord and tenant in the case off breach of covenants, this does not resolve the disputes that arise between landlords

and tenant. Therefore the deduction is that the role of the tenancy agreement in dispute resolution is of no consequence.

6. In addition, it was revealed that the best most recurrent approach adopted by landlords, tenants and the Estate Surveyors and Valuers' to resolve landlord-tenant disputes is arranging a general meeting between the parties under debate. This is evident by in-house resolution being the uppermost choice in the path of dispute resolution options from existent property management practice, coming before mediation, leaving arbitration and litigation as a last resort, passably verified by the use of Relative Importance Index analysis.

5.3 Recommendation

The recommendation on this study steams from the findings listed earlier, and it includes the following:

1. Parties in Landlord-tenant relationship should improve their communication skill, approach communication with positive and creative attitude and work to reduce barriers in dispute resolution. A forum between tenant and landlords of the lease should be organized, defining what they find acceptable or offensive in order to sustain the allegedly cordial relationship.
2. More so, day to day practices should be further attuned to support laid down laws of landlord-tenant relations in order to avoid problems which if not attended to perpetually result in disputes.
3. Obligation of the estate surveying and valuation profession is to serve as healers of human conflict and in a bid to fulfil the traditional obligation, mechanisms should be provided to produce an acceptable result in the shortest

possible time, at the least possible expense and minimal stress on the disputants.

4. The clear messages from the study is therefore that: complaints should be dealt with internally or at a local level wherever possible; there should be set procedures for monitoring and reviewing shortcomings in service provision.
5. Covenants in tenancy agreements could provide a vehicle for conflict resolution between landlords and tenants, but this is not significant. Although many local authorities have clauses to deal with conflict resolution, it is very much a mixed picture, and it is suggested that confidence in the agreement to deal with disputes should be enhanced if one or more of the clauses are used and agreed in advance of any disputes arising.

5.4 Conclusion

Irrefutably, relationships are important, underappreciated and a source of risk for landlords and their tenants. For the landlord, an effective relationship management strategy ensures that investment or other goals for the property are achieved. For the tenant, effective management strategy is fundamentally important to his security of tenure, while in respect of both parties, it prevents or mitigates the costs of conflict and disagreement.

Drawing from the study, it suffices to conclude that Estate Surveyors and Valuers as professionals are expected to aid development and maintenance of good working relationship between landlords and tenants. However, it is not sufficient to place the sole responsibility in the hands of the Estate Surveyors, landlords and tenants should also recognize the part they have to play in maintaining a good relationship therein.

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APPENDIX I

Questionnaire on

AN EXAMINATION OF LANDLORD- TENANT RELATIONSHIP IN RESIDENTIAL PROPERTY MANAGEMENT

(Please note that: this information will be kept confidential and anonymous)

FOR: Estate surveyors and Valuers

Dear Sir/Madam,

I am a final year Covenant University student from the department of Estate Management, and carrying out a research to examine the landlord- tenant relations in property management

This questionnaire is designed to obtain information necessary to carry out this research, the outcome of which will be beneficial to all of us.

Kindly complete the blank spaces and put a mark in the appropriate boxes as applicable.

I will be highly honoured if you would return the questionnaire immediately through me.

Thank you.

March 2011.

Section A:

1. Please kindly state your academic and professional qualifications:

A) Academic

- i) PhD []
- ii) M.Sc. []
- iii) B.Sc./ HND []
- iv) OND []
- v) Others: Please state: _____

B) Professional:

- i) Fellow []
- ii) Associate above 10 years []
- iii) Associate below 10 years []
- iv) Probationer []
- v) Student []

2. Kindly state your status in professional practice

- i) Principal Partner []
- ii) Managing Partner []
- iii) Associate Partner []
- iv) Estate Surveyor & valuer []
- v) Estate surveyor []

3. How long have you been in Practice?

- i) Less than 5 years []
- ii) 6 to 10 years []
- iii) 11 to 15 years []
- iv) 15- 20 years []
- v) above 20yrs: []

Section B:

Please circle the number that corresponds with how you perceive this from the scale below:

1. Please indicate the extent to which you agree or disagree with the statements:

S/N	In Property Management;	Strongly Disagree	Disagree	Agree	Strongly Agree
1	Landlord's have been known to respond or comply with the covenants in the lease agreement better than tenants				
2	Tenants have been known to respond or comply with the covenants in the lease agreement better than landlord's				
3	Estate surveyors always strive to guide the parties to obey lease covenants				

2. How would you rate Landlords response in the following :

S/N	OPTIONS:	Very High	High	Neutral	Low	Negligent
1	Response to Rent issues					
2	Response to Repair and Maintenance issues					
3	Response to the quite enjoyment of tenants in the premises					
4	Response to payment of taxes and rates					

3. How would you rate tenants response in the following:

S/N		Very high	High	Neutral	Low	Negligent
1	Response to payment of rent					
2	Response to rent revision					
3	Response to payment of taxes and rates					
4	Response to payment of charges such as; electricity, water bills e.t.c.					
5	Response to Repairs/ Maintenance					
6	Response to payment of Service charge					
7	Response to issues in alteration of premises					
8	Response in keeping the interior and the appurtenance in good and substantial repair					
9	Response to issues relating to sub-letting					

Section C:

4. Do you carry on services of property management which include relations with Landlord & tenant?
[Yes] / [No]
5. What is your perspective on Landlord- tenant relationship?
 - i) Cordial Relationship []
 - ii) Boss- Subordinate []

- iii) Strongly in landlord Favour/Pro-Landlord []
- iv) Strongly in Tenant's Favour/Pro-Tenant []
- v) Mutual participation []
6. As a Estate surveyor and valuer, Your responsibility should be in the interest of;
- i) Only the Landlord []
- ii) the landlord with consideration of the tenant's interest sometimes []
- iii) To Tenants, they should get value for their money []
- iv) Of both landlord and tenants, Dual responsibility []
7. Developing & Maintaining good working relationships between Landlords and Tenants is the responsibility of : Tick appropriate
- i. Managing Surveyor []
- ii. Lawyer []
- iii. Tenant's []
- iv. Landlord's []
8. From previous experience, What is your general opinion about Landlords
- i) Merciless and Greedy []
- ii) Merely Business men []
- iii) Unreasonable and stubborn []
- iv) Co operative []
9. From previous experience, What is your general opinion about Tenants
- v) Selfish []
- vi) At the mercies of the Landlord []
- vii) Unreasonable and stubborn []
- viii) Cooperative []

10. Please indicate the extent to which you agree or disagree with the statements:

S/N	In Residential Property Management	Strongly Disagree	Disagree	Agree	Strongly Agree
1	Landlords only care about their rent				
2	Landlord's do not listen to professional advice				
3	Landlords care about the conditions of their properties and respond to maintenance issues				
4	landlords believe that having solely built a house, without assistance from any third party ,the tenants should not voice any complaint whatever problems might occur				
5	the landlords often design some extra legal schemes for throwing out the tenant into the street without due process of law				
6	Tenants don't care about the condition of the property				

7	Tenants only care about repairs that affect them directly				
8	High income earners are the most troublesome of tenants				
10	Low income earners are the most troublesome of tenants				

Section D:

11. In the course of your services, have you ever encountered disputes between Landlord and tenants?

[Yes] / [No]

12. What are the problems that you encounter in management of properties?
Please kindly tick the most commonly occurring options, on a scale of (1-5) as applicable, 5 being the highest and 1 the lowest;

S/N	PROBLEM ENCOUNTERED WITH TENANTS	5	4	3	2	1
1	Default in rent payment					
2	Nuisance					
3	Damage to Landlord's fixture/fittings					
4	Quarrelling with other tenants					
5	Accumulation of electricity, water and other bills					
	PROBLEM ENCOUNTERED WITH LANDLORDS					
6	Demanding for rent in advance					
7	Refuse to repair and maintain property					
8	They want to administer/Manage Service charge					
9	wanting to control activities of tenants(poke-nosing)					

13. How did you resolve the problem? Please tick the best two options in each case

a.) Tenants Issues

- i) Ejection without recourse to litigation []
- ii) Arrange general meeting []
- iii) Ejection Through court process []
- iv) Serve him notice for him to quit []

b.) Landlord Issues

- i) Appeal to him personally []
- ii) Arrange general meeting between landlord and Tenants []
- iii) Give in to his demands []

14. Kindly State the causes of landlord –tenant disputes , please select as many as applicable

- i) Rent []

- ii) Repair/ Maintenance []
- iii) Payment of bills []
- iv) Personal Differences []
- v) Limited involvement structure []
- vi) No action plan within lease agreement []
- vii) Poor communication []
- viii) Extent of tenant participation in decision making []
- ix) Gap caused by Estate Managers as Middle men between Landlord/
Tenant []

15. In the case of breach of covenants, what is the best method of dispute resolution

Please kindly tick the most preferable options, on a scale of (1-5) as applicable (5 being the highest and 1 the lowest;

S/N	Method	5	4	3	2	1
i.	Litigation					
ii.	Mediation					
iii.	Arbitration					
iv.	In house resolution					

THANK YOU FOR YOUR PARTICIPATION IN THIS STUDY

All information in this questionnaire will remain absolutely confidential and will be seen only by academic researchers involved in this study.

APPENDIX II

Questionnaire on

AN EXAMINATION OF LANDLORD- TENANT RELATIONS IN RESIDENTIAL PROPERTY MANAGEMENT

(Please be noted that: this information will be kept confidential and anonymous)

FOR: Residents

Dear Sir/Madam,

I am a final year Covenant University student from the department of Estate Management, and carrying out a research to examine the Landlord- Tenant relations in property management.

This questionnaire is designed to obtain information necessary to carry out this research, the outcome of which will be beneficial to all of us.

Kindly complete the blank spaces and put a mark in the appropriate boxes as applicable.

I will be highly honoured if you would return the questionnaire immediately through me.

Thank you.

March 2011.

Section A:

1. Please kindly state the name of your Location:
2. Sex: Male [] / Female []
3. Marital Status
 - a) Single [] (b.) Married [] (c.) Single Parent [] (d.) Divorced []
 - (e.) Widowed []
4. Age Group:
 - a) 20-30 [] (b.) 31-40 [] (c.) 41-50 [] (d.) 51-60 [] (e.) 61-70 [] (f.) 71 & above []

5. Occupation/ Job:
 - a. Student of Higher Institution []
 - b. Civil servant []
 - c. Professional in private sector []
 - d. Trader []
 - e. Others(Specify) []

6. Level of Education:
 - a. No formal education []
 - b. First school leaving certificate []
 - c. SSCE/NECO []
 - d. B.sc and above []

7. Annual income level:
 - a. N200,000- 400,000 []
 - b. N400,000-600,000 []
 - c. N600,000- 800,000 []
 - d. N800,000 And above []

Section B:

Please circle the number that corresponds with how you perceive this from the scale below:

8. What is your occupancy status on this property?
 - a. Landlord [] b. Tenant [] c. Occupant [] d. Sub-tenant [] e. Other (Specify) _____
9. How long have you Occupied/Owned a property in the neighborhood as the case may be?
 - i) Less than 1Year []
 - ii) 2- 5 Years []
 - iii) 6-10 years []
 - iv) Over 10 years []
10. What kind of residential unit do you occupy or own as the case may be?
 - i) Bungalow []
 - ii) Block of flats []
 - iii) Tenement []
 - iv) Detached house []
 - v) Duplex []
 - vi) Terrace house []

11. Please indicate the extent to which you agree or disagree with the statements:

S/N	The tenancy agreement:	Strongly Disagree	Disagree	Agree	Strongly Agree
1	Is not so important as long as the parties are aware of their rights & responsibilities in a lease				
2	Is a Legal formality and parties don't take proper considerations before signing				
3	Is not fair, the landlord has the upper hand				
4	Is efficient in curbing and managing landlord-tenant relations				

12. Please indicate the extent to which you agree or disagree with the statements:

S/N	In a Leasehold;	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
1	Landlord's have been known to respond or comply with the covenants in the lease agreement better than tenants					
2	Tenants have been known to respond or comply with the covenants in the lease agreement better than landlord's					
3	Estate surveyors always strive to guide the parties to obey lease covenants					

13. How would you rate Landlords response in the following :

S/N		Very High	High	Neutral	low	Negligent
1	Response to Rent issues					
2	Response to Repair and Maintenance issues					
3	Response to the quite enjoyment of tenants in the premises					
4	Response to payment of taxes and rates					

14. How would you rate the tenants response in the following:

S/N		Very high	High	Neutral	low	Negligent
1	Response to payment of rent					
2	Response to payment of taxes and rates					
3	Response to payment of charges such as; electricity, water bills e.t.c.					
4	Response to Repairs/ Maintenance					
5	Response to payment of Service charge					
6	Response to issues in alteration of premises					
7	Response in keeping the interior and the appurtenance in good and substantial repair					
8	Response to issues relating to sub-letting					

Section C

Please kindly pick the most suitable options to the questions below:

15. Is the property in question being managed by an Estate Surveyor and Valuer?
[Yes] / [No]

16. If your answer to the **question 15** is No, who manages the premises?

- i) Lawyer []
- ii) Care taker []
- iii) Landlord []
- iv) Other(specify) _____

17. What is the nature of Landlord- tenant relationship in your case?

- i. Cordial Relationship []
- ii. Boss- Subordinate []
- iii. Strongly in landlord Favour/Pro-Landlord []
- iv. Strongly in Tenant's Favour/Pro-Tenant []
- v. Mutual participation []

18. In your situation the manager, Looks after the interest of;

- i. Only the Landlord []
- ii. the landlord with consideration of the tenant's interest sometimes []
- iii. To Tenants, they should get value for their money []
- iv. Of both landlord and tenants, Dual responsibility []

19. Who is responsible for Developing & Maintaining good working relationships between Landlords and Tenants

- i. Managing Surveyor []
- ii. Lawyer []
- iii. Tenant's []
- iv. Landlord's []

20. From experience, What is your general opinion about Landlords

- i. Merciless and Greedy []
- ii. Only after the rent []
- iii. Unreasonable and stubborn []
- iv. Co operative []

21. From experience, What is your general opinion about Tenants

- i. Selfish []
- ii. At the mercies of the Landlords []
- iii. Unreasonable and stubborn []
- iv. Co operative []

22. Please indicate the extent to which you agree or disagree with the statements:

S/N	In Residential Property Management	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
1	Landlords only care about their rent					
2	Landlord's do not listen to professional advice					
3	Landlords care about the conditions of their properties and respond to maintenance issues					
4	landlords believe that having sweated it out to build a house, without assistance from any third party ,the tenants should not voice any complaint whatever problems might occur					
5	the landlords often design some extra legal schemes for throwing out the tenant into the street without due process of law					
6	Tenants don't care about the condition of the property					
7	Tenants only care about repairs that affect them directly					
8	High income earners are the most troublesome of tenants					
9	Medium income earners are the most troublesome of tenants					
10	Low income earners are the most troublesome of tenants					

Section D

23. In the course of any Leasehold have you ever encountered disputes between (yourself) and either a Landlord or tenant, as the case may be?

[Yes] / [No]

24. What were the causes of these problems that you encountered/ are encountering? Please kindly tick the most commonly occurring options, on a scale of (1-5) as applicable (5 being the highest and 1 the lowest);

S/N	PROBLEM ENCOUNTERED WITH TENANTS	5	4	3	2	1
1	Default in rent payment					
2	Nuisance					
3	Damage to Landlord's fixture/ fittings					
4	Quarrelling with other tenants					
5	Accumulation of electricity, water and other bills					
	PROBLEM ENCOUNTERED WITH LANDLORDS					
6	Demanding for rent in advance					
7	Refuse to repair and maintain property					
8	They want to administer/ Manage Service charge					
9	wanting to control activities of tenants(poke-nosing)					

25. How was this problem solved? Please tick the best two options in each case

c.) For Tenants only

- i. Ejection without recourse to litigation []
- ii. general meeting was called []
- iii. Ejection Through court process []
- iv. advised to quit []

d.) For Landlord only

- i. Appeal to me personally []
- ii. Manager arranged general meeting between myself and Tenants []
- iii. Manager Gave in to my demands []

26. The major grounds/ basis of landlord –tenant disputes are

- i. Rent []
- ii. Repair/ Maintenance []
- iii. Payment of bills []
- iv. Personal Differences []

27. What are the reason for lack of trust between Landlord/ Tenant

- i) Limited involvement structure []

- ii) No action plan within lease agreement []
- iii) Poor communication []
- iv) Extent of tenant participation []
- v) Gap caused by Estate Managers as Middle men between Landlord/ Tenant []

28. In the case of breach of covenants, what is the best method of dispute resolution .Please kindly tick the most preferable options, on a scale of (1-5) as applicable , 5 being the highest and 1 the lowest;

S/N	Method	5	4	3	2	1
1	Litigation					
2	Mediation					
3	Arbitration					
4	In house resolution					

THANK YOU FOR YOUR PARTICIPATION IN THIS STUDY

All information in this questionnaire will remain absolutely confidential and will be seen only by academic researchers involved in this study.

