

CHAPTER R2 - RENT CONTROL AND RECOVERY OF RESIDENTIAL PREMISES LAW

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RENT CONTROL AND RECOVERY OF RESIDENTIAL PREMISES LAW

[No. 10 of 1995, No. 3 of 1998, No. 4 of 2006.]

[Date of commencement: 21st September, 1995]

1. Short title

This Law may be cited as the Rent Control and Recovery of Residential Premises Law, 1995.

2. Application

(1) This Law shall apply to all residential accommodation throughout Kwara State of Nigeria.

(2) The Governor may from time to time by order classify the types and categories of residential accommodation, zone the area of the State and fix the standard and maximum rents for such accommodation for the purposes of this Law.

(3) The Governor may from time to time by order exempt the application of this Law to any particular accommodation or areas.

(4) Any order made under subsection (2) of this section may be made to have effect from any date (not however being a date earlier than the date of commencement of this

Law) whether before or after the date of the making thereof, according as the Governor may deem necessary or expedient.

3. Rent Tribunals

(1) There is hereby established in the State, tribunals to be called Rent Tribunals (hereinafter referred to as "the tribunals") to be constituted as follows—

(a) a chairman being a person who has been in practice as a legal practitioner

in Nigeria for not less than five years; and

(b) two other persons of probity to represent the interests of the landlords and

the tenants, to be appointed by the Governor.

(2) A member of a tribunal shall hold office for a period of three years but shall be eligible for re-appointment but in no case shall a member hold office for more than two terms.

(3) A member, not being a person employed in the public service of the state, may at anytime resign his office by writing under his hand addressed to the Governor.

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

(5) The Chairman and one other member of a tribunal shall constitute a quorum.

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

(7) The tribunal may, on the application of any person who in the opinion of the tribunal has an interest in a matter or of its own motion, sit with one or more assessors in any case where the tribunal is satisfied that it is necessary for the determination of any issue before it; and for such purpose there shall be prepared and maintained by the Administrator a list of fit and proper persons experienced in estate and property management, and building or health inspector.

(8) Assessors appointed under subsection (7) above shall be paid allowances at such rates as the State Government may determine.

(9) The remuneration and allowances of the chairman and members of the tribunal shall be as may be determined by the State Government from time to time.

(10) In furtherance of the provisions of subsection (1) of this section, the state is hereby divided into the following zones—

(a) Ilorin Zone—covering Ilorin, West, Ilorin East, Asa, Moro, Kaiama, Baruten and Offa Local Government Areas.

(b) Omu-Aran Zone—covering Ekiti, Irepodun, Ifelodun, Edu and Oyun Local

Government Areas.

(11) A tribunal shall have jurisdiction to sit and determine rent matters in the zone to which it is assigned, but shall also have jurisdiction to sit and determine rent matters in any zone other than that to which it is assigned, if the Attorney-General of the State so directs.

4. Agreement as to rents

(1) As from the commencement of this Law, it shall be unlawful for a landlord to accept an agreed rent in respect of any accommodation to which this Law applies which is in excess of the standard rent prescribed for the type of accommodation.

(2) Where the agreed rent is higher than the standard rent prescribed for the type of accommodation under this Law, the tenant shall pay, as from the commencement of this Law, the standard rent.

(3) Where the agreed rent is lower than the standard rent prescribed for the type of accommodation under this Law, the tenant shall pay, as from the commencement of this Law, the standard rent.

5. Standard rent

(1) A tribunal or Court shall have jurisdiction, on application made to it by a landlord or tenant or any interested person, to determine in respect of any accommodation let before, on or after the commencement of this Law, the standard rent payable in respect of such accommodation, within the limit of the rent prescribed or fixed pursuant to this Law.

[No. 3 of 1998.]

(2) Every order of a tribunal or court fixing the standard rent of any accommodation shall be signed by the chairman and be issued under the seal of such tribunal or court.

[No. 3 of 1998.]

(3) The standard rent fixed by the tribunal or court shall supersede the agreed rent between the landlord and the tenant and any order made by the tribunal or court shall bind all persons including the landlord, tenant or mortgagee as such of the building where the accommodation is situated.

[No. 3 of 1998.]

(4) As from the commencement of this Law it shall be unlawful for anyone in consideration of the grant, continuance, surrender or giving up a tenancy of any accommodation to require or receive the payment of any loan or premium in respect of the same, and any such payment made in respect of any accommodation to a landlord by a tenant shall be recoverable by a tenant, and may, without prejudice to any other method or recovery, be deducted from any rent payable by him to the landlord, at any time.

(5) For the avoidance of doubt, the provisions of this Law shall not render unlawful or invalid any agreement whereby a bona fide contractor invests in the development of any property to which this applies, and in consideration of such investment, takes a lease of the property for any period of time at a rent lower than the standard rent.

(6) It shall be unlawful for the agreed or standard or maximum rent of any accommodation to which this Law applies to be demanded or received in excess of one year for individual tenants and two years from commercial or institutional tenants.

(7) Where before the commencement of this Law an agreed rent has been paid to a landlord in advance and in excess of that provided in subsection (6) above, such rent shall not be recoverable by a tenant.

6. General jurisdiction

(1) Notwithstanding anything or Law to the contrary, proceedings pursuant to this Law may be commenced before—

- (a) a court of law of the State; or
- (b) a tribunal or court which is established pursuant to section 3 of this Law.

[No. 3 of 1998.]

(2) The jurisdiction of a tribunal or court shall not be ousted by the defendant or respondent bona fide setting up the title of a third person.

(3) Subject to the provisions of this Law, a tribunal or court shall be bound by the practice and procedure in civil matters in the district court.

[No. 3 of 1998.]

(4) Where a tenant has defaulted in paying—

- (a) his rent before the coming into force of this Law; or
- (b) the agreed rent as at the commencement of this Law, and there is an application for the determination of the standard rent before the tribunal or court, the tribunal or court may order the tenant to pay such arrears of rent before the determination of the application.

[No. 3 of 1998.]

(5) A tribunal Chairman or presiding judge in a case commenced pursuant to this Law shall in addition to the powers conferred upon him under the Law, rely on the provisions of such other Laws as may be applicable to the suit.

(6) The procedure of a court exercising jurisdiction pursuant to this Law shall be the same as the procedure of an Area, Magistrate or High Court as the case may be.

7. Transfer of liability, effect on rent

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

(2) Any increase of rent in respect of any transfer to a landlord of any burden or liability previously borne by the tenant where, as a result of such transfer, the terms on which any premises are held are on the whole not less favourable to the tenant than the

previous terms, shall be deemed not to be an increase of rent for the purposes of this Law.

8. Distress for rent

(1) A landlord shall not exercise the power of distress for rent except in execution of the judgement of a court and in accordance with the Sheriffs and Civil Process Law, but the tribunal or court, on being satisfied that a tenant has defaulted in paying the standard rent fixed by the tribunal or court, may order that the tenant's property be detained until such payment is made.

[Cap. S5.]

[No. 3 of 1998.]

(2) Sections 25, 26, 27, and 28 of the Sheriffs and Civil Process Law (as amended) shall apply in relation to distress made under this section as they do in relation to attachment in execution under the process of a court.

[Cap. S5.]

9. Proceedings to be in public, etc.

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

[No. 3 of 1998.]

(2) Proceedings of a tribunal or court shall be deemed to be judicial proceedings and the members to be judicial officers.

[No. 3 of 1998.]

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

[No. 3 of 1998.]

10. Protection of members of tribunal, etc.

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

[No. 3 of 1998.]

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

[No. 3 of 1998.]

11. Representation of parties

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

respect of any such matter the Governor may be represented by a law officer or by any other person authorised in that behalf by the Attorney-General.

[No. 3 of 1998.]

12. Sub-tenants deemed to be tenants of landlords

Where a landlord at any time lets any premises and his tenant, not being expressly prohibited in writing from sub-letting, sub-lets such premises or any part thereof, the sub-tenants of such premises or any part thereof shall be deemed for the purpose of this Law to be tenants of landlord.

13. Restriction on contracting

Any agreement relating to the tenancy of any accommodation to which this Law applies shall be void in so far as it purports to preclude the tenant from making any application or otherwise exercising any rights conferred upon him under or by virtue of this Law or provides for the termination or the surrender of the tenancy of the accommodation in the event of his making such an application or exercising such a right or for the imposition of any penalty or disability on the tenant in that event.

14. Court to conform to provisions of Law

Every court in the State whether of civil or criminal jurisdiction shall, so far as is necessary, conform to the provisions of this Law and shall not recognise or enforce any measures, transactions or other arrangements which in its opinion are intended for, or calculated to result in, the evasion or default of any of the provisions or purposes of this Law, in all or any proceedings, actions, suits or cases between landlords and tenants or between any of them and other persons and in all applications, suits, actions, cases and matters in which the rights, remedies, duties or titles of any of these aforementioned are in question.

15. Security of tenancy

(1) Where an application has been made to a tribunal or court by a tenant in respect of accommodation to which this Law applies, any notice issued by the landlord and served on the tenant to quit the accommodation thereafter shall be of no effect and no similar notice to quit shall be given by the landlord before the decision of the tribunal or court is given.

[No. 3 of 1998.]

(2) Notwithstanding the provisions of any law or enactment a tribunal or court may declare as invalid and of no effect a notice to quit served on a tenant if it is satisfied that such a notice was not issued in good faith, and an endorsement of the tribunal or court to that effect on the purported notice to quit shall be sufficient evidence of such decision before any court of law.

[No. 3 of 1998.]

16. Tenant refusing or neglecting to give up possession

When and so soon as the term of interest of the tenant of any premises, held by him at

will or for any term either with or without being liable to the payment of any rent, shall have ended or shall have been duly determined and such tenant, or, if such tenant does not actually occupy the premises or only occupies a part thereof, any person by whom the same or any part thereof shall then be actually occupied, shall neglect or refuse to quit and deliver up possession of the premises or of such part thereof respectively, the landlord of the said premises or his agent may cause the person so neglecting or refusing to quit and deliver up possession to be served, in the manner hereinafter mentioned, with a written notice as in Form E signed by the landlord or his agent of the landlord's intention to proceed to recover possession on a date not less than seven days from the date of service of the notice.

[Form E.]

17. Length of notice

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

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

Provided that in the case of a monthly tenancy, where a tenant is in arrears of rent for three months after the commencement of this Law, the tenancy shall determine and the tribunal or court shall on the application of the landlord make an order for possession and arrears of rent.

[No. 3 of 1998.]

(2) The nature of a tenancy shall, in the absence of any evidence to the contrary, be determined by reference to the time when the rent is paid or demanded.

18. Giving of notice and expiry thereof

Notice referred to in section 17 may be given at any time prior to the date of termination of current terms of tenancy, but they shall not be effective if the time between the giving of the notice and the time when the tenancy is to be determined is less than the respective periods set out in section 17.

19. Institution of proceedings

(1) Upon the expiration of the time stated in any such notice of the landlord's intention to recover possession, if such tenant or any person holding or claiming by, through or under him, neglects or refuses to quit and deliver up possession accordingly, the landlord may apply to the tribunal or court for the issue of a writ or enter a plaint as in Form F, at his option either against such tenant or against such person so neglecting or refusing, in the tribunal or court for the zone in which the premises are situate for the

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

[Form F, Form G.]

[No. 3 of 1998.]

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

[Form J.]

(3) Where a claim for recovery of possession is joined with a claim for arrears of rent and the defendant admits liability for arrears of rent, the tribunal or court shall upon such admission enter judgement for the arrears of rent and may subsequently proceed with the claim for the recovery of premises.

[No. 3 of 1998.]

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

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

[No. 3 of 1998.]

21. Landlord may claim for mesne profits

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

[No. 4 of 2006.]

22. Claims for arrears of rent and mesne profits

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

[No. 4 of 2006.]

23. Improvement of accommodation by tenants

Where a tenant with the previous consent in writing of the landlord executed on his accommodation any improvements he shall be entitled, at the termination of the tenancy, on quitting his accommodation to receive compensation from his landlord in respect of any such improvement.

24. Hearing of summons

(369) If the defendant shall not at the time named in the summons or any adjournment thereof, show good cause to the contrary, then on proof¹—

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

[Form J, K or L.]

[No. 3 of 1998.]

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

[Form M.]

[No. 4 of 2006.]

25. Warrant of possession may issued at any time

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

[No. 3 of 1998.]

26. Limitation of orders and judgements

(1) No order or judgement for the recovery of possession of any premises to which this Law applies or for the ejectment of a tenant there from shall be made or given unless the tribunal or court consider it reasonable to make such order or give such a judgement, and either—

- (a) the tribunal or court has power so to do under the provisions set out in the

Second Schedule to this Law; or

[Second Schedule.]

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

[No. 3 of 1998.]

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

[No. 3 of 1998.]

27. Enforcement of order of Court

If the order of the tribunal or court given under section 25 be not obeyed, the tribunal or court, whether such order can be proved to have been served on the defendant or not, shall, at the instance of the plaintiff, issue a warrant of possession, and if such order be that possession of the premises be given forthwith by the defendant to the plaintiff, the tribunal or court shall at the instance, and cost of the plaintiff issue a warrant of possession forthwith.

[No. 3 of 1998.]

28. Form and purpose of warrant of possession

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

[Form N and O.]

29. Warrant of possession to be in force for three months

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

[No. 3 of 1998.]

30. Warrant of possession justifies entry on premises

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

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

31. Service of process

Service of any notice under the provision of this Law or any summons, warrant or other process shall be effected in accordance with the provisions of the law for the time being in force relating to the service of the civil process of district court and if the defendant cannot be found, and his place of dwelling shall either not be known, or admission thereto cannot be obtained for serving any such process, a copy of the process shall be pasted on some conspicuous part of the premises sought to be recovered, and such pasting shall be deemed good service on the defendant.

32. Rent books

- (1) As from the commencement of this Law, all landlords or premises in the high density areas to which this Law applies shall issue prescribed rent books in addition to receipts to their tenants.
- (2) The rent books shall be in the custody of the tenants and necessary entries shall be made by the landlord therein when rents are paid by the tenants.
- (3) Any landlord who fails to issue the prescribed rent book to his tenant shall be guilty of an offence against this Law and shall be liable on summary conviction to a fine of two thousand naira or to imprisonment for a term not exceeding three months or to both such fine and imprisonment.

[No. 4 of 2006.]

33. Use of forms

- (1) Subject to the express provisions, if any, of the rules, the forms contained in the First Schedule may, in accordance with any instructions contained in the said Forms, and with such variation as the circumstances of the particular case may require, be used in the case to which they apply, and when so used, shall be good and sufficient in law.
- (2) The forms may be added to, repealed, replaced or varied by rules made as aforesaid on all respects as if the forms had originally been so made.

34. Appeals

Either party to any proceedings in relation to any provision of this Law may appeal from the decision of the tribunal or court to the High Court of the State.

[No. 3 of 1998.]

35. Offences and penalties

- (1) Subject to the provisions of any law in force, any person who demolished, alters or modifies a building to which this Law applies with a view to ejecting a tenant and without the approval of the appropriate tribunal or court is guilty of an offence and is liable on summary conviction, to a fine of five thousand naira or imprisonment for six months or both.

[No. 3 of 1998, No. 4 of 2006.]

- (2) Any person who in respect of any accommodation to which this Law applies—
 - (a) attempts to eject or forcibly eject a tenant; or

(b) harasses or molests a tenant by action or words, with a view of ejecting such tenant; or

(c) harasses or molests a landlord in respect of accommodation let by him by action or words; or

(d) does any act or thing whatsoever calculated to stultify the provisions of this Law, or fails to comply with the requirements of any order made by the tribunal or court,

is guilty of an offence and is liable on summary conviction, to a fine of five thousand naira or imprisonment for six months or both.

[No. 3 of 1998, No. 4 of 2006.]

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

[No. 3 of 1998.]

(4) Any person charged with contempt of a tribunal or court is liable on conviction to a fine of five thousand naira or to imprisonment for six months or both.

[No. 3 of 1998, No. 4 of 2006.]

(5) Any person who, in respect of any type of accommodation to which this Law applies, receives a loan or premium from the tenant which, in the opinion of the tribunal or court, contravenes the provisions of this Law especially in relation to advance payment of rent shall be guilty of an offence and shall be liable on summary conviction to a fine equal to twice the amount so received as such loan or premium.

(6) Any landlord who demands or receives advance rent in excess of—

(a) in the case of an individual tenant, three months; or

(b) in the case of commercial or institution tenants, twelve months,

is guilty of an offence and is liable on conviction to a fine of an amount equivalent to the excess of the rent received.

(7) Any person who resists, molests, assaults or in any way obstructs any officer (or any other person) engaged in the service of any process or in execution of a warrant of possession, in carrying out an order of a tribunal or court is guilty of an offence against this Law and is liable, on summary conviction, to a fine of five thousand naira or to imprisonment for twelve months or to both fine and imprisonment.

[No. 3 of 1998, No. 4 of 2006.]

(8) Any person who has been put out of possession under a warrant of possession, and unlawfully retakes possession of the premises after possession has been given to the landlord, is guilty of an offence against this Law and is liable on summary conviction, to a fine of five thousand naira or to imprisonment for twelve months or to both such fine and

imprisonment,

[No. 4 of 2006.]

(9) It shall be unlawful for any landlord to obtain order for possession of any accommodation under this Law by fraud, misrepresentation or concealment of any material fact.

(10) Where any landlord has obtained an order of possession of any accommodation under this Law and upon an application made by summons by such tenant, the tribunal or court is satisfied that such order was obtained by fraud, misrepresentation or the concealment of any material fact, the tribunal or court shall order the landlord to pay reasonable compensation to such tenant.

[No. 3 of 1998.]

36. Compulsory acquisition of premises

(1) Where the tribunal or court has found that any landlord has violated any of the provisions of this Law or regulations made thereunder on two occasions, the Governor shall, on the recommendation of the tribunal or court, acquire the interest of the landlord in the premises in relation to which the offences have been committed.

[No. 3 of 1998.]

(2) Where premises are compulsorily acquired pursuant to subsection (1) of this section, there shall be paid such compensation as may be determined under the provisions of the Land Use Act, 1978, the Land Tenure Law, or any other written Law.

[Cap. 59, LN; Decree 33 of 1978, LF.]

37. Repeal of Cap. 115 (1994), etc.

(1) The Recovery of premises Law is hereby repealed to the extent that it relates to accommodation in residential premises in the State.

(2) The Rent Control and Recovery of Residential Premises Law No. 2 of 1977 is hereby repealed.

[No. 3 of 1998.]

(3) The Rent Control and Recovery of Residential Premises (Amendment) Law No. 17 of 1984 is hereby repealed.

[No. 3 of 1998.]

38. Regulations

The Governor may make regulations providing for any matter for which provision appears to him to be necessary for the purpose of giving affect to the generality of any foregoing and for all or any of the following matters—

(a) regulating the procedure on applications to and hearing, by, a tribunal or court and the fixing of fees for the filing, service and hearing of applications;

(b) permitting a tenant whose landlord refuses to accept any rent tendered to him, to pay the same into the Rent Tribunal Office, and

for regulating the payment to the landlord of any sum so paid, the hearing and determination of applications in respect of the same, and the fixing of fees to be charged in, respect of such payments;

(c) prescribing forms to be used for the process and procedure of a tribunal or court;

(d) prescribing the amount of increase or reduction to be allowed by tribunal or court in relation to repairs to premises according as the liability to make them is established before the appropriate tribunal or court;

(e) prescribing the type and nature of repairs of fixtures in premises where the accommodation is and the amount to be allowed in computing a standard rent where the tribunal or court is satisfied that the repairs of fixtures, as the case may be, are necessary to make the premises reasonably fit for human habitation;

(f) Prescribing the forms and records to be used or kept by a tribunal or court or as record of payment under any tenancy agreement;

(g) the use of magistrate's court halls or other halls for the sitting of the tribunals;

(h) prescribing the imposition of penalties (other than for non-compliance with any order fixing standard rent); and

(i) generally for matters coming before a tribunal or court. [No. 3 of 1998.]

39.

(1) In this Law, unless the context otherwise require—

"Accommodation" includes residences so approved by the building approving authorities designated by the State as residences regardless of user, all buildings used as residences as from the commencement of this Law and all other buildings whether or not approved by the building approving authorities but used as residences;

"Agents" means any person usually employed by the landlord in the letting of the premises or in the collection of the rents thereof or specially authorised to act in a particular manner by writing under the hand of the landlord;

"Court" includes the High Court, Magistrate's Court, District Court and Area Court;

"Executive Council" means the Executive Council of the State; **"Functions"** includes powers and duties; **"Governor"** means the Governor of the State;

"Landlord" in relation to any premises means the person entitled to the immediate reversion of the premises or if the property therein is held in joint tenancy or tenancy in common, any of the person entitled to the immediate reversion and includes—

(a) the attorney or agent of any such landlord; or

(b) any person receiving (whether in his own right or as an attorney or agent)

any rent from any person for the occupation of any accommodation in respect of which he claims a right to receive the same.

"**mesne profits**" means the rents and profits which a tenant who holds over or a trespasser has or might have received during his compensation to the person entitled to possession;

"**Premises**" includes a house or building or any part thereof together with its gardens or other appurtenances;

"**prescribed**" means prescribed by this Law or regulations and orders made thereunder;

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

"**the rules**" means the rules for the time being in force relating to the practice and procedure of the courts in the exercise of their respective civil jurisdiction made under the law by which such courts were established or any law amending the same;

"**standard rent**" means in relation to any accommodation any rent fixed by order under section 2 or determined by the tribunal under section 5;

"**state**" means Kwara State of Nigeria;

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

"tribunal" means a Rent Tribunal established under section 3.

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

[Forms; First Schedule.]

[No. 3 of 1998.]

(3) Application to all leases.—The provisions of this Law shall apply to all leases.

[No. 3 of 1998.]

40. Citation

This Law may be cited as the Rent Control and Recovery of Residential Premises Law, 1995.

FIRST SCHEDULE

Forms

FORM A

[No. 4 of 2006.]

General Form of Title of Proceedings

(For use in Rent Tribunals)

IN THE RENT TRIBUNALS

In _____ the _____ Rent
Tribunal.....

(zone)
Suit No.,20.....

Between

.....
.....Plaintiff

and

.....
Defendant

FORM B

[No. 4 of 2006.]

Notice of Quit Signed by the Landlord Himself

To CD.

Sir,

I hereby give you notice to quit and deliver up possession of the (house, flat, duplex,
bungalow,

maisonette or room) and premises with the appurtenances situate at
.....

in the town (or area) of
.....

which you hold of me as tenant thereof, on theday of
.....

next(or at the expiration of your tenancy which shall expire next after the end of
.....

.....months from the service of this notice).

Dated theday of
.....,20.....

Signed A.B.

FORM C

[No. 4 of 2006.]

Notice to Quit, Given by an Agent or Legal Practitioner of the Landlord

To CD. Sir,

I hereby, as agent (Legal Practitioner) for (A.B.), your Landlord, and on his behalf give you notice to quit and deliver up possession of the (house, flat, duplex, bungalow, maisonette room)

with the appurtenances, situate at

.....

.....

.....

in the town (or area) of

.....

which you held of him as tenant thereof, on theday of.....

next (or at the expiration of your tenancy which shall expire next after the end of

.....

FORM C—continued

months from the service of this notice).

Dated thisday of ,
20.....

Signed

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

FORM D

[No. 4 of 2006.]

Notice by Landlord to Quit Lodgings

To CD.

Sir,

I hereby give you notice to quit and deliver upon
.....the.....

day of , 20the rooms or apartments with the appurtenances in my
house

(.....) which you now hold of me.

Dated thisday of
.....,20.....

Signed A.B.

FORM E

[No. 4 of 2006.]

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

To CD.

Sir,

I,(Owner,
or agent to

.....the owner, as the case may be) do
hereby

give you notice, that unless peaceable possession of the premises (shortly describe), situate
at..

.....which were held of me (or of the said
..... .. as the case may be) under a tenancy from year to

year (or as the case may be) which expired

(or was determined by notice to quit from the
said.....

(or otherwise as the case may be) on theday ofand
which

premises are now held over and detained from the saidbe
given to

.....(the owner or agent) on or before the expiration of seven clear
days

from the service of this notice,

I,shall on
.....next the

.....day ofapply to the Rent Tribunal acting for the
area of

.....(being the area, or place in which the premises or any part thereof is
situated)

for a summons to eject any person therefrom.

Dated thisday of ,
20.....

FORM E—continued

Signed

.....

Owner or Agent

FORM F

[No. 4 of 2006.)

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

(Appropriate General Title-Form A)

This plaintiff is entitled to the possession of premises (describe shortly) situate at.....

which were let by the plaintiff to the defendant forunder the rent of

N.....which said tenancy (or was determined by notice to quit, given by the plaintiff

.....
.....
.....
.....

as the case may be) on the.....day of
.....,20.....

and on theday of, 20..... the plaintiff did serve on the defendant

.....a notice in writing of his intention to apply to recover possession of the said

premises (a duplicate of which notices is hereto annexed), by, (describe the mode in which the service was effected); and that notwithstanding the said notice the said defendant refused (or neglected) to deliver up possession of the said premises, and still detains the same.

The plaintiff claims possession and N : k for arrears of rent and N : k for mesne profits.

Or, the plaintiff claims possession and N : k for arrears of rent and mesne profits at the rate

of N : k perbeing at the rate of the rent of the said premises, from

theday of , 20..... until possession is given up.

Or, the plaintiff claims possession and N : k for arrears of rent and mesne profits from the

.....day of, 20 until possession is given up.

Signed

.....

[No. 4 of 2006.]

Summons for Recovery of Possession of Tenements

(Appropriation General Title-Form A)

You are hereby summoned to appear before the Rent Tribunal
at....., on

Theday of.....,20.....at the hour of
.....

in the.....noon, to answer the plaintiff's claim to recover possession
of.....

situate atwithin the jurisdiction of this Tribunal on the ground
stated in the

particulars of claim hereto annexed, and also to recover the sum of N : k mentioned
in

the said particulars.

FORM G—continued

If you dispute the claim or have a counter-claim you should,
Withindays after the service of this summonson
you, inclusive of the day of service send to the Registrar
your defence or counter-claim for which the form below may
be used

If you dispute part only of the money claimed you may
pay
into the office of the Rent Control Tribunal the amount admit-
ted
.....

If you admit the whole or part of the claim and desire
time for
payment or giving possession you should within the said
days send to the registrar an admission for which the
formbelow be used

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

to the Defendant
.....
.....
.....

Dated thisday of

Claim fee for Plaint Legal Practitioner's costs	N	k
Total amount of (claim and costs)		

.....,20.....

.....

Officer Issuing Summons

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

I dispute the plaintiff's claim because (state facts relied on the support of defence) or I admit the

plaintiff's title and his right in immediate possession and offer to give possession on the.....

day of20.....I admit claim for,or (I admit N:

k

part thereof) and I ask leave to pay the same, with the costs on that amount, on the

.....

day of, 20..... or by instalment of N : k because

.....or I have a

counter-claim against the plaintiff for N : k

.....

Defendant

Address to which notice is to be sent-

FORM H

[No. 4 of 2006.]

Appointment of Appraisers

(Appropriation General Title-Form A)

Upon hearing the plaintiff and the defendant herein it is ordered that E.F., of

.....

(or E.F., ofand G.H., of) do enter

upon the

premises atin the town (or area) of

lately

FORM H—continued

in the occupation of the plaintiff and do estimate the present value of (here set out and describe

sufficiently for identification the things claimed by the plaintiff as improvement report to the Tri-

bunal in writing thereon on or before the.....day of, 20.....

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

Given under my hand thisday of, 20.....

Signed.....

Tribunal Chairman

FORM I

[No. 4 of 2006.]

I, (We) E.F. of(and G.H., of) the appraiser(s)

appointed herein, under an order dated theday of....., 20.....

having viewed the premises mentioned in the order aforesaid do appraise and value the same at the sum of Nas hereinafter detailed, viz—

As witness my (our) hand(s)this

day of,20

Signed E.F

.....

(.....G.H

.....)

FORM J

[No. 4 of 2006.]

Judgement for Plaintiff in Action for Recovery of Premises

(Appropriate General Title-Form A)

It is adjudged that the plaintiff do recover against the defendant possession of the

premises mentioned in the particulars of claim annexed to the summons in this action, that is to say (here describe the property as set out in the particulars):

And/Or, it is (further) adjudged that the plaintiff do recover against the defendant the sum of N : k for costs, making together the sum of N : k.

And/Or, it is (further) adjudged that the plaintiff recover from the defendant N : k for rent and mesne profits from theday of,

.....20..... up to the date hereof and further mesne profits at the same time of obtaining possession. And it is ordered that the defendant to give the plaintiff possession of the said premises on the day of theday of20....., or by instalment of N : k for everythe first instalment to be paid on theday of, 20.....(or as may be ordered).

And/Or, it is (further) ordered that the defendant do pay to the Registrar of this Tribunal the total sum above-mentioned, on or before theday of20....., or by instalment of N : k for everythe first instalment to be paid on theday of, 20.....(or as may be ordered).

FORM J—continued

And/Or, it is (further) ordered that the defendant do pay to the Registrar of this Tribunal the sum of N : k being arrears of rent and for mesne profits to the date hereof on or before day of the 20..... and that the defendant do further pay to the Registrar of this Tribunal mesne profits at the rate of N : k per from the date hereof to the date on which possession of the premises is delivered up within fourteen (or as may be) days of the date of delivery of the said premises. Take notice that if possession be not given and payment made as above ordered a warrant, or warrants may issue requiring an officer of the Tribunal to give possession of the said house to the plaintiff, and to levy the sum of N : k above mentioned together with further costs.

And/Or, it is (further) ordered that the defendant do pay to the Registrar of this Tribunal the sum of N : k being arrears of rent and for mesne profits to the date hereof on or before day of the 20..... and that the defendant do further pay to the Registrar of this Tribunal mesne profits at the rate of N : k per from the date hereof to the date on which possession of the premises is delivered up within fourteen (or as may be) days of the date of delivery of the said premises. Take notice that if possession be not given and payment made as above ordered a warrant, or warrants may issue requiring an officer of the Tribunal to give possession of the said house to the plaintiff, and to levy the sum of N : k above mentioned together with further costs.

And/Or, it is (further) ordered that the defendant do pay to the Registrar of this Tribunal the sum of N : k being arrears of rent and for mesne profits to the date hereof on or before day of the 20..... and that the defendant do further pay to the Registrar of this Tribunal mesne profits at the rate of N : k per from the date hereof to the date on which possession of the premises is delivered up within fourteen (or as may be) days of the date of delivery of the said premises. Take notice that if possession be not given and payment made as above ordered a warrant, or warrants may issue requiring an officer of the Tribunal to give possession of the said house to the plaintiff, and to levy the sum of N : k above mentioned together with further costs.

And/Or, it is (further) ordered that the defendant do pay to the Registrar of this Tribunal the sum of N : k being arrears of rent and for mesne profits to the date hereof on or before day of the 20..... and that the defendant do further pay to the Registrar of this Tribunal mesne profits at the rate of N : k per from the date hereof to the date on which possession of the premises is delivered up within fourteen (or as may be) days of the date of delivery of the said premises. Take notice that if possession be not given and payment made as above ordered a warrant, or warrants may issue requiring an officer of the Tribunal to give possession of the said house to the plaintiff, and to levy the sum of N : k above mentioned together with further costs.

And/Or, it is (further) ordered that the defendant do pay to the Registrar of this Tribunal the sum of N : k being arrears of rent and for mesne profits to the date hereof on or before day of the 20..... and that the defendant do further pay to the Registrar of this Tribunal mesne profits at the rate of N : k per from the date hereof to the date on which possession of the premises is delivered up within fourteen (or as may be) days of the date of delivery of the said premises. Take notice that if possession be not given and payment made as above ordered a warrant, or warrants may issue requiring an officer of the Tribunal to give possession of the said house to the plaintiff, and to levy the sum of N : k above mentioned together with further costs.

FORM K

[No. 4 of 2006.]

Judgement in an Action for Recovery of Premises for Plaintiff where Title has Expired before the Return Day

(Appropriate General Title–Form A)

It is adjudged that the plaintiff was on theday of ..20.....

and thence until and at the time of the entry of the plaint and of the service of the summons, in this action entitled to recover against the defendant possession of the property mentioned in the particulars annexed to the summons in this action: that is to say (here describe the property as set out in the particulars) but his title to the same has since that time and before this day expired.

And it is further adjudged that the plaintiff does recover against the defendant the sum of H : k for costs.

And it is ordered that the defendant do pay the said sum to the Registrar of this Tribunal on theday of.....,20.....

FORM L

[No. 4 of 2006.]

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

It is adjudged that the plaintiff is entitled to recover against the defendant possession of the premises mentioned in the particulars annexed to the summons in this action, that is to say **(here describe the premises as set out in the particulars) the rent of the said premises amount to H**

: k being in arrears and the plaintiff having as of right of re–entry in respect thereof.And it is adjudged that the plaintiff do recover against the defendant the sums of H kfor the arrears of rent aforesaid and the sum of N : k for costs, amounting together to the sum of N : k.

And it is ordered that the defendant do pay the said sum of N : k to the Registrar of this Tribunal on or before theday of....., 20.....

(a date not less than four weeks from the date of the order).

FORM L—continued

And it is ordered that the defendant do give to the plaintiff possession of the said land on orbefore the saidday of..... 20.....unless

the said rent in arrear and costs be paid into the office of the Tribunal before such day of....., 20.....

Take notice—That if you do not pay the said rent and costs, or give such possession, a Warrant may issue requiring the bailiff of the Tribunal to give possession of the said premises to the plain-tiff and to levy the sum of N : k above-mentioned, together with further costs.

FORM M

[No. 4 of 2006.]

Judgement for Defendant in Action for Recovery of Premises

(Appropriate General Title-Form A)

It is adjudged that the plaintiff is not entitled to recover possession of the

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

And it is adjudged that Judgement be entered for the defendant, and that defendant do recover

against the plaintiff the sum of N : k for costs.

And it is ordered that the plaintiff do pay the same to the Registrar of this Tribunal on or before

Theday
of.....20.....

FORM N

[No. 4 of 2006.]

Warrant for Possession of Premises

(Appropriate General Title-Form A)

Whereas at a Rent Tribunal held on theday of..... ,
20.....

it was adjudged that the plaintiff was entitled to possession of the premises mentioned in the par-

ticulars annexed in the summons in this action; that is to say (describe the premises as set out in

the particulars) and it was ordered that the defendant should give the plaintiff possession of the said amountto N : k were paid into

.....Rent Tribunal on or before theday of,
20.....

And it was adjudged that the plaintiff should recover against the defendant the sum of N
: k for rent and mesne profits and H : k for costs, making
together

the sum of N : k and it was ordered that the defendant should pay the last mentioned
sum

to the Registrar of this Tribunal on theday of
.....20.....

(or by instalment of N : k for every)

And whereas the defendant has not obeyed the said order: These are therefore to authorise
and require you forthwith to give possession of the said premises to the plaintiff.

FORM N—continued

And these are therefore to require and order you forthwith to make and levy the amount
due to the plaintiff under the said judgement (or order) together with the costs of this
warrant and the costs of executing the same by distress and sale of the goods and chattels of
the defendant (if there are more defendants than, one, name the defendant against whose
goods the execution is issued). Wheresoever they may be found within the district of this
Tribunal (Except the wearing apparel and bedding of him and his family and the tools and
implements of his trade to the value of a thousand naira) and also by seizing and taking
any money, bank notes, cheques, bills of exchange, promissory notes, bonds or other
securities for money belonging to the defendant which may there be found, or such part or
so much thereof as may be sufficient to satisfy his execution, and to bring what you shall
have so levied into the Tribunal and to make return of what you have done under this
warrant immediately upon the execution thereof.

Dated thisday of20
.....

.....

Tribunal Chairman

N : k

To: (Officer Of The Rent Tribunal Rent and Mesne Profits)

Costs

.....

...

Fee for issuing this warrant

.....

Total amount to be levied with fees for execution of warrant and endorse hereon.

past the hour of
.....in
the

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

[No. 4 of 2006.]

(Appropriate General Title-Form A)

did _____ on _____ the _____ day
of _____ 20 _____

deliver full and peaceable possession to the plaintiff of the premises named therein, that is to say (copy description from warrant), as required by the said warrant.

Dated _____ this _____ day
of _____ 20_____

Signed

Person Executing the Warrant.

Possession or Ejectment without Proof of Alternative Accommodation

A Tribunal shall, for the purpose of section 26 of this Law have power to make or give an order of ejectment for the recovery of possession of any premises to which this Law applies or for ejectment of a tenant therefrom without proof of suitable alternative accommodation (where the tribunal considers it reasonable so to do) if—

- (a) the tenant lawfully due by virtue of this Law is in arrear for one month after it has become due; or
- (b) the tenant has been guilty of the breach of an express covenant or agreement of the tenancy; or
- (c) the tenant has given notice to quit in consequence whereof the landlord has

contracted to sell or let the premises or has taken such other steps as a result of which he would be seriously prejudiced if he could not obtain possession; or

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

(e) the tenant or any person residing or lodging with him or being his sub-tenant has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has used it as a brothel, or has been convicted or using the premises or allowing the premises to be used for an illegal purpose, or that the condition of the premises has deteriorated owing to acts of waste by, or neglect or default of, the tenant or any such person, and where such person is a sub-tenant or lodger, that the tenant has not taken such steps as he ought reasonably to have taken for the removal of such sub-tenant or lodger; or

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

(g) the premises are the subject of an abatement or similar notice issued by a public authority and compliance with the terms of such notice is only possible through the ejectment of the tenant. Provided however that the tribunal may impose a condition for return of the tenant when compliance has been made with the terms of such notice; or

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

Provided however that the tribunal may impose a condition for return of the tenant when the repairs are completed.

THIRD SCHEDULE

Return of Rent Tribunal Matters Decided and Pending

During the quarter beginningand ending.....

in the Rent Tribunal Zonein.....Local Government

	Name of parties		Name of matter		Date of Filing Action	Date of Service of processes	Date of Ist Appearance	Date of Final Determination	Remarks
	Applicant	Respondent	Fixing Of Rent	Possession					

Name of Parties

Nature of matter

Date of Filing Action

Date of Service of

CHAPTER R2

RENT CONTROL AND RECOVERY OF RESIDENTIAL PREMISES LAW

SUBSIDIARY LEGISLATION

No Subsidiary Legislation
