Tenancy in Nigeria:

If you are you a landlord or a tenant in Nigeria, it will be wise for you to know more about your rights and responsibilities in a tenancy relationship. Every adult will at one time or the other be on either and thus this topic is important.

In this article, we will cover everything you need to know about tenancy in Nigeria. We will define what tenancy is and its types. We will discuss the rights and responsibilities of landlords and tenants in Nigeria. We will list the contents of a tenancy agreement in Nigeria. We will describe the dispute resolution mechanisms for tenancy issues in Nigeria. We will conclude with some recommendations for landlords and tenants on how to have a harmonious tenancy relationship. We will also answer some frequently asked questions related to tenancy in Nigeria.

By reading this article, you will gain valuable insights into tenancy in Nigeria that will help you make informed decisions as a landlord or a tenant. You will also learn some tips and tricks on how to avoid or resolve any conflicts that may arise from your tenancy relationship. So, without further ado, let’s get started.

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Types of Tenancies in Nigeria

There are different types of tenancies, and each confers different types of rights and duties or obligations on the parties involved. Thus, we will briefly discuss the different types of tenancies here.

Tenancy At Will

Tenancy at will in Nigeria refers to a type of rental agreement where there is no fixed duration for the tenancy. It is an arrangement that allows the tenant to occupy the property with the consent of the landlord, without any specific lease terms or conditions. Sometimes, the tenant may even be at the property for free on the landlord’s permission. This type of tenancy can be beneficial for both parties as it provides flexibility and convenience.

When it comes to ending a tenancy at will in Nigeria, the length of notice required is not stated but each party is required to give a notice, nonetheless. A notice as short as 7 days has been held to be enough notice in this type of tenancy.

It is important for both landlords and tenants to understand their rights and obligations when entering into a tenancy at will agreement in Nigeria. While many other countries have specific laws regulating tenancy at will, Nigeria’s legal system does not provide explicit guidelines for this type of arrangement.

Periodic Tenancy

Periodic tenancy in Nigeria refers to a rental agreement where the tenant occupies the property for an unspecified period, usually on a monthly or yearly basis. Unlike fixed-term leases that have a predetermined end date, periodic tenancies can continue indefinitely until either party decides to terminate the agreement.

The length of notice required in this type of tenancy is usually deduced from the rent payment periods. If rent is payable monthly, the length of notice to quit require of the landlord required will be at least 1 month notice. If the rent is payable every 6-12 months, at least a 6 months’ notice is required of the landlord before he can terminate the tenancy.

Even though all states in Nigeria have its own tenancy laws or Landlord and Tenants Laws, most agree on the duration of notice required for a monthly or yearly tenant. For example, the Tenancy Law of Lagos State 2011 recognizes six types of tenancy: tenancy at will, monthly tenancy, quarterly tenancy, half-yearly tenancy, yearly tenancy, and fixed tenancy The law also provides for some unique provisions, such as:

Limiting the rent payment in advance to six months for a monthly tenant and one year for a yearly tenant.

Requiring notice for rent increase and termination of tenancy agreement.

Prohibiting subletting or alteration of the property without consent.

Establishing a rent control board to regulate rent charges and review rent increases.

Creating a tenancy registry to record and monitor tenancy agreements.

Another example is the Recovery of Premises Law 1997 of Abuja which recognizes three types of tenancy: monthly tenancy, quarterly tenancy, and yearly tenancy. The law also provides for some unique provisions, such as:

Requiring notice for termination of tenancy agreement.

Prohibiting unlawful eviction or distress for rent.

Providing for summary recovery of premises by court order.

Prescribing penalties for offences under the law.

Aside the general rights and obligations of landlords and tenants which we will discuss further down in this article, other aspects of the landlord and tenant relationship in a periodic tenancy are determined by the agreement of the parties.

Statutory Tenancy

This is a tenancy that is protected by law from arbitrary or unlawful eviction. It is usually created by operation of law when a periodic tenancy or a tenancy for a fixed term expires and the tenant remains in possession with the consent of the landlord. It can be terminated only by a court order based on valid grounds, such as non-payment of rent, breach of covenant, nuisance, or redevelopment.

Tenancy for a Fixed Term

This type of tenancy is commonly called a lease in Nigeria. It is a tenancy that lasts for a term of years, such as one year, two years, or five or more years. It is usually created by express agreement. It can not be terminated by giving notice before the expiration of the term, unless otherwise agreed.

Tenancy By Estoppel

This is a tenancy that arises when a person who has no right to grant a tenancy does so and the tenant acts on it in good faith. It is usually created by fraud or mistake. Usually, the express terms agreed upon by the parties (whether it was fraudulent or by mistake) will be relied on to determine the length of notice required to terminate a tenancy.

This type of tenancy is especially useful in stopping landlords from terminating the tenancy of a tenant who was let into the house by their fraudulent family members or agents.

The Rights and Responsibilities of Landlords and Tenants in Nigeria

Landlords and tenants in Nigeria have some general rights and responsibilities that are derived from common law, statutory law, and contractual law. These rights and responsibilities are also influenced by social norms, cultural values, and religious beliefs. Some of these rights and responsibilities are:

General Rights and Responsibilities of Landlords and Tenants

Both parties have the right to enter into a tenancy agreement that is mutually beneficial and lawful

Both parties have the responsibility to abide by the terms and conditions of the tenancy agreement

Both parties have the right to enjoy their respective interests in the property without interference or disturbance from each other or third parties.

Both parties have the responsibility to respect each other’s privacy and dignity.

Both parties have the right to seek redress for any breach of contract or violation of their rights

Both parties have the responsibility to cooperate and communicate with each other in good faith and in a courteous manner.

Specific Rights and Responsibilities of Landlords

Landlords have the right to receive rent from their tenants as agreed in the tenancy agreement.

Landlords have the responsibility to issue receipts for rent payments and keep proper records of rent transactions.

Landlords have the right to inspect the property at reasonable times and with reasonable notice to the tenant.

Landlords have the responsibility to maintain the property in a habitable condition and provide essential services such as water, electricity, and sanitation.

Landlords have the right to increase the rent for the property in accordance with the law and the tenancy agreement.

Landlords have the responsibility to notify the tenant of any rent increase and give reasonable justification for it.

Landlords have the right to terminate the tenancy agreement for lawful reasons and in accordance with the law and the tenancy agreement.

Landlords have the responsibility to give adequate notice to the tenant before terminating the tenancy agreement and state the grounds for termination.

Landlords have the right to evict the tenant from the property if the tenant fails to vacate after the expiration or termination of the tenancy agreement.

Landlords have the responsibility to follow due process and obtain a court order before evicting the tenant from the property.

Specific Rights and Responsibilities of Tenants

Tenants have the right to occupy and use the property as agreed in the tenancy agreement.

Tenants have the responsibility to pay rent to their landlords as agreed in the tenancy agreement and on time.

Tenants have the right to request for receipts for rent payments and keep copies of them.

Tenants have the responsibility to inform their landlords of any defects or damages in the property that require repairs or maintenance.

Tenants have the right to enjoy peaceful and quiet possession of the property without harassment or intimidation from their landlords or third parties.

Tenants have the responsibility to refrain from causing nuisance or annoyance to their landlords or neighbours.

Tenants have the right to challenge any rent increase that is unreasonable or unlawful.

Tenants have the responsibility to pay any rent increase that is reasonable and lawful.

Tenants have the right to terminate the tenancy agreement for lawful reasons and in accordance with the law and the tenancy agreement.

Tenants have the responsibility to give adequate notice to their landlords before terminating the tenancy agreement and state the reasons for termination.

Tenants have the right to vacate the property at the expiration or termination of the tenancy agreement.

Tenants have the responsibility to leave the property in a clean and orderly condition and return the keys to their landlords.

Tenants have the right to recover their security deposit from their landlords if they have fulfilled their obligations under the tenancy agreement.

Tenants have the responsibility to provide evidence of any deductions or damages that may affect their security deposit.

How to Resolve Tenancy Disputes in Nigeria

Tenancy disputes are inevitable in any landlord-tenant relationship. They may arise from various issues, such as:

Non-payment or late payment of rent

Rent increase or decrease.

Maintenance or repair of the property

Alteration or improvement of the property

Subletting or assignment of the property

Termination or renewal of the tenancy agreement

Eviction or possession of the property

Security deposit or damages

When a tenancy dispute arises, the parties should try to resolve it amicably and peacefully. They should communicate with each other and try to understand each other’s perspectives and interests. They should also refer to their tenancy agreement and the relevant laws and regulations that govern their relationship.

If the parties cannot resolve their dispute by themselves, they may seek the assistance of a third party, such as:

A friend or relative who can act as a mediator or arbitrator.

A lawyer who can provide legal advice or representation.

A rent control board who can regulate rent charges and review rent increases.

A court who can adjudicate and enforce their rights and obligations.

The parties should choose the most appropriate and effective method of dispute resolution that suits their needs and circumstances. They should also consider the costs, benefits, risks, and consequences of each method. They should aim to resolve their dispute as quickly and as possible, without resorting to violence or illegal actions.

If you are a tenant or landlord in Nigeria that needs guidance on tenancy issues, get proper guidance by reaching us on WhatsApp.

Click here to book a consultation today.

Conclusion

In conclusion, understanding the tenancy laws and regulations in Nigeria is essential for both landlords and tenants. By being aware of your rights and responsibilities, you can avoid unnecessary disputes and ensure a smooth rental experience. From knowing the different types of tenancy agreements to understanding how to handle rent increases or termination notices, this article has provided a comprehensive overview of tenancy in Nigeria. So, whether you are a landlord looking to rent out your property or a tenant searching for the perfect home, make sure to familiarize yourself with the laws and guidelines set forth by the government. With this knowledge in hand, you can confidently navigate the Nigerian rental market and enjoy a hassle-free tenancy experience.