

**KNOW  
YOUR RIGHTS  
AS A  
LANDLORD**

---

**Barrister Manuel Akinshola**

---

**The Complete “Know Your Rights” Titles Under Our  
PUBLIC ENLIGHTENMENT CAMPAIGN SERIES (PECS):**

1. Know Your Rights As A Tenant (*2016 Edition*)
2. Know Your Rights As A Landlord (*2016 Edition*)
3. Know Your Rights Against The Police And In Court In Criminal Matters. (*2016 Edition*)
4. Know Your Fundamental Human Rights Under Nigerian Constitution (*2016 Edition*)
5. Know Your Civil Rights Against Other People (*2017 Edition*)
6. Know Your Rights As An Employee (*2017 Edition*)
7. Know How And Where To Safely Buy Landed Properties In Nigeria. (*Abridged Version, 2016*).

Published in Nigeria by:

**Centurion Publishers**

2<sup>nd</sup> Floor (Kings Oil House)

No. 495 Ikorodu Road

Ketu, Lagos State.

Nigeria.

**Tel: 0903 246 5647; 0817 900 5593**

Email : [contact@centurionpublishers.com](mailto:contact@centurionpublishers.com)

Website : [www.centurionpublishers.com](http://www.centurionpublishers.com)

For enquiries : [contact@centurionpublishers.com](mailto:contact@centurionpublishers.com)

For complaints : [complaints@centurionpublishers.com](mailto:complaints@centurionpublishers.com)

To reach the Author : [manuel@centurionpublishers.com](mailto:manuel@centurionpublishers.com)

---

---

**Distributors are welcomed nationwide.**

**To be a distributor of any/all of our books, please login to our website or call 0903 246 5647.**

---

---

# Summary Table of Contents

Preface

Introduction

## **Chapters**

1. Appointment Of An Estate Agent
2. Tenancy Agreements
3. What Are The Basic Amenities Every House Must Have?
4. Rent: Payment, Increment And Arrears Of Rent
5. Renovations, Repairs And Developments Carried Out By Tenants On Your Property.
6. Types And Natures Of Tenancies
7. Different Reasons Why You Can Eject A Tenant
8. Quit Notice
9. Court Summons

Post Script

# Detailed Table of Contents

Preface

Introduction

Chapters

## **1. APPOINTMENT OF AN ESTATE AGENT**

- a. Advantages Of Having An Estate Agent
- b. Recommended Estate Agents You Can Appoint
- c. Who Is Entitled To Agency, Legal And Caution Fees?
- d. Please Give Your Agent Written Power Of Attorney
- e. Your Liability As The Landlord for Your Agent's Actions

## **2. TENANCY AGREEMENTS**

- a. Importance Of Tenancy Agreements
- b. The Usual Covenants In A Tenancy Agreement
- c. Obligations Of Landlords And Tenants

## **3. WHAT ARE THE BASIC AMENITIES EVERY HOUSE MUST HAVE?**

- a. What Are The Basic Amenities For Rooms?
- b. What Are The Basic Amenities For A Standard Flat?
- c. What Are The Basic Amenities For A Duplex Or House?
- d. What Are The Consequences Of Failing To Provide Standard Amenities?
- e. Disconnection Of Power Or Water Supply To A Tenant's Apartment.

## **4. RENT: PAYMENT, INCREMENT AND ARREARS OF RENT**

- a. You Cannot Accept Advance Rent of More Than One Year In Lagos
- b. Rent Receipt
- c. Arrears Of Rent
- d. Rent Increment
- e. Unreasonable Increment Of Rent
- f. Caution On Notice Of Increment In Rent

## **5. RENOVATIONS, REPAIRS AND DEVELOPMENTS CARRIED OUT BY TENANTS ON YOUR PROPERTY.**

- a. Renovations Or Repairs Carried Out By Your Tenants
- b. Development Of Your Property By Tenant
- c. Your Right To Claim For Damage Done To Your Building By Tenant

## **6. TYPES AND NATURES OF TENANCIES**

- a. Tenancy At Will
- b. Weekly Tenancies
- c. Monthly Tenancies
- d. Quarterly Tenancies
- e. Yearly/Half-Yearly Tenancies
- f. Tenants At Will

## **7. DIFFERENT REASONS WHY YOU CAN EJECT A TENANT**

## **8. QUIT NOTICE**

- a. Must Be In Writing And Not Oral
- b. Length Of Quit Notice Is Determined By Nature Of Tenancy
- c. Must Be Followed By 7 Days' Notice And Court Summons
- d. Tenant Who Locks Up His Apartment Must Be Given Quit Notice
- e. Quit Notice Must Be Valid
- f. Landlord Can Write Quit Notice Himself
- g. You Are Entitled To Collect Rent Even After Quit Notice
- h. Abandoned Premises
- i. 7 Days' Notice
- j. Landlord Not Entitled To Use Self-Help To Forcefully Eject Tenant

## **9. COURT SUMMONS**

- a. Personal Service Of Court Summons On Tenant
- b. Different Types Of Courts That Can Handle Landlord/Tenant Cases
- c. Appearances In Court
- d. Instances Of When Tenants Defeat Landlords In Court

- e. Amicable Terms Of Settlement
- f. A Tenant Who Is In Court Must Still Pay His Rent
- g. A Sitting Tenant Who Owes Rent Can Also Be Taken To Court.

**Post script** – “Our Aim Is To Decongest The Court” – Odusanya, Director, CMC Lagos.

WARNING: COPYRIGHT PROTECTED. DO NOT SHARE.

# Preface

There is the need to revise this book yet again, for the third time. This need is brought about by the change in law regarding tenancy matters. If you have read the previous editions, I had promised to update these books regularly, especially as the law changes, so that you may be up-to-date in your knowledge as a landlord. And, you would remember that we had adopted Lagos State as our reference point in all of the discussions.

In 2011, the Lagos State Government promulgated the Tenancy Law, 2011. This law aimed to provide statutory regulations to landlord/tenant relationship as well as provide sanctions where appropriate. You would remember that the first edition of this book was published after the promulgation of the Rent Edict, 1997, (a.k.a. Marwa law). When it was repealed sometime in 2009, there was no other law regulating landlord/tenant relationship in Lagos. The courts reverted to common law to decide possession cases. That was when the second edition was published, to update readers about the changes. But with the promulgation of the Tenancy Law 2011, however, you would agree with me that the need has arisen to again revise the book to reflect the changes in the law and keep you abreast of the new law. I must, however, inform you that this new law does not apply in the following areas: Apapa, Ikeja GRA, Ikoyi, and Victoria Island.

For those property owners outside Lagos State, there is little or nothing to worry about. This is because the new law is mainly a codification of the common law, with few modifications. So, you do not have to bother that the Tenancy Law does not apply in your State. The same principles of law apply everywhere. I shall come back to this point shortly.

There was so much hues and cries when I published the first of our series, “*Know Your Rights As A Tenant*”. There was a lot of protests from some people who accused me of bias; bias on behalf of tenants against landlords. The protests started initially as grumbles, but later developed into actual confrontations and accusations. Some who had my cellphone numbers would call and ask me when I was going to produce another series for the landlords. Many a times I would be stopped on my way and asked these same questions over and over again. Later on, these questions metamorphosed into protests. Protests graduated to actual and forceful demands. The “protesters”

demanding that I produce another title that will educate the landlords on their rights and obligations versus the tenants as well. I later discovered that this group of people mainly comprised landlords/landladies.

The primary aim of all our titles is not to give one group of people unfair advantage over the other. It was never my intention to educate the tenants to the detriment of the landlords, or even vice versa. Of course, I want everybody to be adequately enlightened and educated on his or her rights and obligations. By so doing, there will be less friction, arguments and misunderstandings.

Of course, too, after the publication of the *“Know Your Rights As A Tenant”* edition, I felt fulfilled that my aim was being achieved. Many times, I get consulted on tenancy matters by people who obviously had read my book. On an occasion, a tenant consulted me that his landlord had locked up his apartment on the grounds that he wanted to increase rent. And that he had further threatened to pull out his doors. The tenant in question made copious references to my book and threatened to take up the landlord on this. On another occasion, a tenant approached me that his landlord had issued him a month’s quit notice while he is a yearly tenant. He too made copious references which indicated that he had read my book. Many other instances abound. I felt fulfilled that my objective of public enlightenment is being realized. In the course of my professional interactions, I discovered that some of the people who approached me with their challenges are people who otherwise would have accepted those challenges as “fate”. But, reading my books had brought about an enlightenment of their rights. My joy, therefore, is like that of a teacher whose students have mastered their lessons. Nevertheless, the average person who hears about these “atrocities” by some landlords would immediately denounce the landlords as wicked or devilish. My dear reader, don’t be surprised that the landlord’s actions are borne out of sheer ignorance: ignorance about the landlord’s rights; ignorance about the landlord’s obligations to his tenant; ignorance about the lawful steps to take in any given situation. Mind you, ignorance of the law is no excuse to escape liability.

I know very well that most property owners buy their properties so they could be a source of guaranteed income now and in the future. In most cases, the property owners intend the property to be a fallback option when they are no more able to undertake any business or occupation. But, most times, this dream becomes hard to realize with the many difficult tenants around. Many tenants negligently or deliberately choose to make life difficult for their landlords, provoking them



passionately. And, when the landlord who may or may not know what to do reacts negatively, there would be an uproar that the landlord is too “wicked”.

As far as landlord/tenant matters are concerned, it is my wish to balance the equation, hence the need to publish this title specifically for the numerous landlords/landladies. It is my sincere belief that this book will be of immense value to you, just as “*Know Your Rights As A Tenant*” was to the tenants. A wise landlord who diligently observes the guidelines in this book will discover that he now has rest of mind as well as better financial returns on his property.

Welcome, therefore, to the club of enlightened landlords and landladies.

WARNING: COPYRIGHT PROTECTED. DO NOT SHARE

# Introduction

When we talk of landlords and tenants, there is a category of tenants who believe that they have absolute and unquestionable rights once they have paid for an apartment. They believe they can do and undo, as far as their tenancies are concerned while the landlord has no right whatsoever to query them. This view is absolutely wrong.

And, some landlords also believe that they have absolutely rights as far as the property is concerned. They believe that since the property belongs to them, the tenants must be subservient, always standing in awe and obeisance. Some landlords believe they are demi-gods, who can do no wrong as far as their tenants are concerned, and they can “do and undo” against them as they wish, because it is their property.

Permit me to inform you that, in tenancy matters, there is nothing like absolute rights; whether on the part of the landlord or the tenant. As a matter of fact, whatever rights a tenant is entitled to are founded upon the rights of the landlord by virtue of his ownership of the property. The tenant’s right can never stand on its own. The landlord is the foundation upon which the tenant builds his rights. And, for the landlord, his rights are subject to that of the tenant, from the very moment he lets out his property. Thus, the landlord must respect the tenant’s right to privacy, to security of his tenancy, to the quiet enjoyment of his apartment, etc. He cannot ride roughshod on the tenant or treat him as inferior or a servant.

Curiously, I have come across a number of infringements on the landlord’s rights by tenant on many occasions. Oh! You don’t believe this? It’s very real. A whole bunch of landlords are daily intimidated, threatened, harassed and caged by their tenants. This is real! I see this frequently in the course of my daily activities as a legal practitioner. Let me give you a few instances:

The other day, someone brought a couple to me. In the course of our discussions, I discovered that this couple was just coming from a 5-day detention at the police station. The man was the landlord and the woman his wife. What was their offence? One of their tenants (who happened to have some influence with the Police) lodged a false complaint of threat to life by the landlord and his wife. My reading of the case was that the tenant’s

rent had expired and the landlord asked him for his new rent. Most likely because he did not have money at that material time, the tenant, therefore, decided to harass the landlord using his connections with the Police. His plan was to employ the criminal complaint to make the landlord abandon his demands for rent. He even went further to present a list of demands from the landlord, which included a large amount of money as compensation for his embarrassment. The case ended in court, and it was just sheer luck that saved the landlord and his wife from being remanded in prisons on that day. The case lasted many years in court, resulting in the final discharge and acquittal of the couple.

In another instance, an old landlady called me late on a Sunday evening to report to me that her tenant had brought in soldiers to arrest her simply because she demanded for the rent. And that she only managed to escape through the rear gate of her house. Of course, I advised her to immediately lodge a criminal complaint with the Police.

The above are just few examples of the trials and tribulations landlords suffer from their tenants. Hence, we cannot but assist these poor landlords and landladies by enlightening them as far as their rights are concerned.

From this portion henceforth, we shall refer to all owners of properties as “landlords”, whether male or female. This will save us the gender-identification problem. So, please remember that wherever we mention landlord, it refers to both landlords and landladies.

This revised edition deals with both residential and business premises. And, please remember that for the sake of convenience, we will still be using Lagos State as our reference point. Nevertheless, principles and laws guiding tenancy matters are the same whether they are residential, commercial, industrial or agricultural. There are only slight differences which we shall try to point out as we go along. Also, the same principles apply as regards landlord/tenant relationship, notwithstanding whether the property is in Lagos, Abuja, Gusau, Lokoja, Uyo, Ibadan or Enugu, with slight modifications. The basic principles of law are the same everywhere: for example, a landlord who is owed rent can apply to eject the tenant on that ground; a landlord who wants to eject his tenant must serve him a quit notice; a landlord must not forcefully eject his tenant, etc. So, the law is the same all over Nigeria. The only differences are in the application of the law by the various States.