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DIVERGENT LANDLORD-TENANT REGIMES: A COMPARATIVE ANALYSIS OF LEGAL FRAMEWORKS AND EVICTION PRACTICES IN NIGERIA'S URBAN CENTRES (EDO AND LAGOS STATES)

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Abstract

This study examined the contrasting legal frameworks governing landlord-tenant relationships in two key Nigerian urban centers: Edo and Lagos States. It critically examined the Rent Control and Recovery of Residential Premises Law of Edo State, Cap R1 1977 (RCRPL), the Lagos State Tenancy Law 2011 (TL), relevant case law, and secondary sources to uncover significant disparities in eviction protocols, rent regulation, and dispute resolution mechanisms. The analysis reveals the TL's comparatively robust framework, which incorporates more extensive Alternative Dispute Resolution (ADR) options, in contrast to the outdated provisions of the RCRPL. Furthermore, the findings underscore the widespread underutilization of formal legal mechanisms and the persistence of informal eviction practices in both states, which erode tenant protections and perpetuate housing insecurity. Anchored in the theoretical perspectives of legal pluralism and socio-legal studies, the research situates these findings within Nigeria's complex legal, social, and economic milieu. The study advocates for harmonized legislative reforms, including a comprehensive revision of the RCRPL to align with contemporary realities, enhanced public awareness of legal rights, and strengthened enforcement frameworks. These interventions are imperative for fostering equitable landlord-tenant relations, advancing housing security, and contributing to sustainable urban development and social justice in Nigeria.

Keywords: Eviction, Landlord-Tenant Law, Legal Pluralism, Rent Control, Socio-Legal Studies

1.0 INTRODUCTION

The provision of housing or shelter is universally recognized as a fundamental human necessity, situated immediately after food and water in the hierarchy of essential needs. The assurance of these primary needs is crucial for individuals to project a secure future and to lead lives of substantive purpose.¹ Shelters are structures that offer protection against environmental elements such as sun, rain, and hazards.² It also extends to institutions that provide sustenance and accommodation, particularly for the homeless, and facilities offering refuge and care for lost or unwanted animals.³ The recognition of the right to housing and shelter has its genesis in the 1948 United Nations Universal Declaration of Human Rights (UNDHR), which enshrined it as a core human right. The UN articulates that adequate housing constitutes a critical human right, involving the right to live in security, peace, and dignity. This right entails the availability of sufficient privacy, space, security, proper lighting, ventilation, basic infrastructure, and optimal geographic location relative to employment opportunities and essential services, all at an affordable cost.⁴ The obligations of signatories to the International Covenant on Economic, Social, and Cultural Rights (ICESCR) include ensuring the stability of tenure and the availability of affordable housing devoid of discriminatory practices.

Despite the absence of explicit recognition of the ‘right to housing or shelter’ in Nigeria’s Constitution,⁵ the state’s adherence to international conventions—including the UNDHR, the ICESCR, and the African Charter on Human and Peoples' Rights, all of which acknowledge the right to housing in various forms—imposes a duty upon Nigeria to uphold and actualize this fundamental human right. This obligation is further strengthened by Sections 33 and

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¹OA Ipaye, *Recovery of Premises: Practice and Procedure* (National Judicial Institute 2021) 8.

² Meriam Webster Dictionary<https://www.merriam-webster.com/dictionary/shelter?utm_source= accessed on 1 July 2024.

³ *ibid.*

⁴ Article 25 of the UDHR states ‘Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food clothing housing and medical care and necessary social services and the right to security in the event of unemployment, sickness disability, widowhood, old age or other lack of livelihood in circumstances beyond his control’.

⁵The Constitution of the Federal Republic of Nigeria, 1999 (As amended). See also section 16(2)(d) which provides that, ‘the state shall direct its policy towards ensuring that suitable shelter, ...are provided for all citizens’.

34 of the Constitution⁶, which affirm the ‘right to life’ and the ‘right to dignity of human persons.’ These provisions inherently suggest that the ‘right to life’ includes access to the necessary means to sustain life, including adequate housing and the opportunity to earn a livelihood.

This jurisprudential context sets the stage for an examination of the landlord-tenant relationship in Edo and Lagos States, particularly with respect to regulatory frameworks, eviction procedures, and the broader implications of the right to housing. Such an examination must assess the efficacy of existing legal mechanisms, the alignment of domestic laws with international human rights standards, and the practical realities faced by landlords and tenants within these states. The landlord-tenant relationship constitutes a fundamental aspect of societal interactions, encapsulating significant socio-economic and commercial dimensions. Except for certain cases where the government provides housing opportunities through its housing schemes, private real estate investors through contractual agreements mostly govern tenancy relationships. These agreements, established on mutually negotiated terms, underscore the necessity for legal frameworks that address power asymmetry between landlords and tenants.

The enactment of rent control and recovery of premises laws across Nigerian states responds to this necessity, aiming to regulate the rights and obligations delineated within tenancy agreements and the procedures for property repossession. However, some of these laws are obsolete and not in tune with modern day demands for housing. Similarly, despite the recognition of shelter as a fundamental human need, governmental approaches have been sporadic and insufficient, impeding the sector's development. The prevalence of statutory mandates and case law notwithstanding, the industry faces persistent challenges, particularly concerning landlord evictions and property recovery. The efficacy of statutory controls in curbing landlord excesses, such as arbitrary rent increases, remains a critical point of contention. This study undertakes a comparative analysis of the legal frameworks governing landlord-tenant relationships in the urban centres of Lagos and Edo States, Nigeria. The research aims to examine the divergences and convergences in statutory provisions, case laws, and regulatory mechanisms that shape the rights and obligations of landlords and tenants in these distinct

⁶ *ibid.*

society. By examining the eviction procedures, rent control mechanisms, and dispute resolution processes, this study provides a comprehensive understanding of the legal landscape governing residential property management in these two states.

This study is structured into four parts, beginning with the introduction. Part 2 examines legal pluralism as the theoretical framework underpinning the study, emphasizing the coexistence and interaction of multiple legal systems in Nigeria, including state and customary laws. It also explores how legal and non-legal factors shape the lived experiences of landlords and tenants. Part 3 provides a comparative analysis of tenancy laws in Edo and Lagos States, specifically the Residential Contracts and Recovery of Premises Law (RCRPL) and the Tenancy Law (TL). These statutes are analyzed across central themes, including contractual foundation, statutory applicability, licensing, issuance of receipts, tenancy types, rent payment, obligations of parties under tenancy agreements, and the use of self-help in premises recovery. Part 4 concludes by highlighting differences in tenancy laws, advocating for harmonized legislative reforms, improved enforcement mechanisms, and greater legal awareness. The paper also emphasizes the role of Alternative Dispute Resolution (ADR) in promoting equitable tenancy practices, ultimately contributing to a more just and sustainable housing market in Nigeria that safeguards the rights of all stakeholders.

2.0 LEGAL PLURALISM AND SOCIO-LEGAL DYNAMICS: A THEORETICAL FRAMEWORK

Legal pluralism recognises the coexistence and interaction of multiple legal systems within a single society, encompassing state law, customary law, religious law, and other normative orders.⁷ In the Nigerian context, this plurality manifests in the dynamic interplay between formal statutory provisions and informal customary practices, shaping the interpretation and application of landlord-tenant laws.⁸ The observed disparities in eviction procedures, rent

⁷ Ido Shahar and KC Yefet, 'Rethinking the rethinking of legal pluralism: toward a manifesto for a pluri-legal perspective' [2024] (42)(2) *Law and History Review*; 223. See also Fatima Mukaddam, *Contextualising Legal Pluralism* (1st edn, Springer Nature 2024) 23.

⁸ Jessica Marglin and Mark Letteney, 'Legal Pluralism as a Category of Analysis' [2024](42)(2) *Law and History Review*; 143.

regulation, and dispute resolution mechanisms highlight the influence of legal pluralism on the lived experiences of landlords and tenants.⁹ Customary law and informal dispute resolution play a more significant role in Edo State, whereas statutory law and formal legal processes play a more significant role in Lagos.¹⁰ Furthermore, the fact that informal evictions still happen despite legal protections shows how difficult it is for a strictly formalistic legal approach to deal with complicated landlord-tenant relationships in a pluralistic legal environment.

Socio-legal studies offer additional insights into the power dynamics and social inequalities that shape landlord-tenant interactions. The economic disparities between landlords and tenants, exacerbated by the high demand for housing and limited supply, create a structural power imbalance that often favours landlords. This power dynamic can manifest in exploitative practices and undermine the effectiveness of legal protections for tenants. While legal pluralism offers valuable insights, it is important to acknowledge its potential limitations. The coexistence of multiple legal systems can create legal uncertainty and inconsistencies, making it challenging to enforce tenant rights and ensure equitable outcomes in landlord-tenant disputes. This research thus adopts a socio-legal perspective, acknowledging the interplay of legal and non-legal factors in shaping the lived realities of landlords and tenants. By recognising the limitations of a purely legalistic approach and emphasising the importance of understanding the social and economic context, this study contributes to a more nuanced understanding of landlord-tenant relations in Nigeria and offers insights for developing effective and contextually relevant legal and policy interventions.

3.0 DIVERGENT LEGAL FRAMEWORKS AND SOCIO-LEGAL DYNAMICS IN LANDLORD-TENANT RELATIONS

3.1. CONTRACTUAL FOUNDATION

⁹Tamar Herzog, 'The Uses and Abuses of Legal Pluralism: A View from the Sideline' [2024] (42)(2) *Law and History Review*; 211.

¹⁰Timothy Akinwande, and Eddie Hui, 'Effective affordable housing provision in developing economies: An evaluation of expert opinion' [2024] (32)(1) *Sustainable Development*; 696.

This comparative analysis examines the divergences in the legal framework regulating the landlord-tenant relationship in Edo and Lagos States, focusing on the contractual foundation. While both states recognize the establishment of a tenancy through express or implied agreements, their respective laws differ in defining the essential elements of a valid tenancy, reflecting varying degrees of legal formalism and flexibility, which can be understood through the lens of legal pluralism. The Tenancy Law of Lagos State adopts a broader definition of tenancy, recognizing the existence of a landlord-tenant relationship even in the absence of a formal written agreement or payment of rent, provided there is consent from the landlord for occupation of the premises.¹¹ This approach aligns with the socio-economic realities of a megacity like Lagos, where informal rental arrangements are prevalent and customary practices often coexist with statutory law. The TL's recognition of these informal arrangements highlights the influence of legal pluralism in shaping the legal framework to accommodate diverse socio-legal contexts. Conversely, the RCRPL in Edo State relies on a more traditional notion of tenancy, emphasizing the importance of formal agreements and rent payment.¹² This disparity raises questions about the legal recognition and protection afforded to tenants in informal or oral tenancy arrangements in Edo State, potentially leaving them vulnerable to exploitation and arbitrary eviction. The emphasis on formal agreements in Edo State may reflect a stronger adherence to statutory law and a lesser influence of customary practices compared to Lagos State.

3.2 STATUTORY APPLICABILITY

The TL applies broadly to all premises in Lagos State, excluding specific categories like educational institutions, emergency shelters, and healthcare facilities.¹³ Additionally, certain high-brow areas like Ikoyi and Victoria Island are exempted, raising questions about the applicable legal framework in these areas.¹⁴ The continued application of the Recovery of

¹¹Tenancy Law 2011, s1.

¹²Rent Control and Recovery of Residential Premises Law of Edo State, Cap R1 1977.

¹³ (n 12) s1(2) (a-d).

¹⁴ *ibid.*

Premises Law (RPL) and Rent Control and Recovery of Residential Premises Law 1997 (RCRRPL) in these exempted areas remains a contentious issue, requiring further judicial interpretation and clarification. This legal ambiguity reflects the challenges of reconciling multiple legal systems within a pluralistic legal framework. In contrast, the RCRPL in Edo State applies to both residential and commercial premises within its jurisdiction, excluding specific areas not explicitly mentioned in the law.¹⁵ This broader applicability contrasts with the exclusions in the TL, potentially leading to differing levels of tenant protection and legal recourse in the two states. The potential overlap between the RCRPL and other existing laws like the Tenancy Law of 1966 further complicates the legal landscape in Edo State, highlighting the complex interplay of statutory and customary laws in shaping landlord-tenant relationship.

3.3 LICENCE

Another significant difference between both legal frameworks is the subject matter of *licence*. While the TL includes explicit provisions regarding licensees, outlining the rights and obligations of both parties in such arrangements,¹⁶ the RCRPL does not provide similar stipulations.

A licence is established when a landowner grants permission for another individual to enter or stay on their property under circumstances where, without such permission, the individual would be considered a trespasser or squatter. The TL distinguishes between tenants and licensees, defining the latter as individuals occupying premises with mere permission but without a landlord-tenant relationship.¹⁷ Licensees are not entitled to notice to quit, reflecting a lower level of legal protection compared to tenants. The RCRPL in Edo State lacks an explicit definition of licensees, potentially creating ambiguity regarding the rights and obligations of occupants who may not fit the traditional definition of tenants.¹⁸ This lack of clarity could lead to legal disputes and inconsistencies in the application of the law, further highlighting the challenges of legal pluralism in practice.

¹⁵ (n 13) s3(1).

¹⁶ (n 12) ss 10, 14 and 47 TL

¹⁷ Ibid, s47.

¹⁸ (n 13) s2.

Licences can be classified into two categories based on whether they consist of ordinary, impartial occupants who are granted permission for a limited duration or individuals who are allowed to remain for an extended period. This arrangement is distinct from a tenancy, where the tenant holds a legal interest in the property for a specified term. The abovementioned privileges are inherently subjective, fleeting, and impermanent, which can be likened to an entitlement bestowed upon a ticket holder to occupy a seat at a television-viewingcentre or granted to salespersons. The more enduring form pertains to the authorization granted to an individual to possess or utilise land for a duration significant enough to imply that they are a tenant or have obtained some form of land ownership. Furthermore, when a licensee's right to occupy a premises expires or is withdrawn, and the licensee refuses to vacate the premises, the landlord is required to serve a seven-day notice indicating the intention to recover the premise,¹⁹ and such notice should be in the prescribed form as stipulated in the schedule to the Law. The RCRPL does not contain such a provision.

In both states, the concept of license and its distinction from tenancy can be influenced by customary practices and informal arrangements. For instance, family members or friends occupying a property with the owner's permission might be considered a licensees under customary norms, even if they do not meet the strict legal definition. This illustrates the interplay between formal and informal legal systems in shaping the rights and obligations of occupants in the Nigerian context.

3.4 SERVICE OF STATUTORY NOTICE

The TL and RCRPL reveal both similarities and distinctions in their provisions regarding statutory notices. While both states mandate the service of notices before initiating legal proceedings, the specific requirements and timelines differ. For instance, TL introduces a unique 'half-yearly tenancy' category, not found in the RCRPL, with specific notice requirements.²⁰ This divergence highlights the need for harmonization of legal provisions to ensure clarity and consistency in the eviction process across different states. Moreover, the modes of service of

¹⁹ (n 12) s14.

²⁰ ibid. ss 17, 18 and 19.

notices can be influenced by socio-legal factors. In situations where the tenant's whereabouts are unknown, the law provides for alternative methods of service, such as posting the notice on the premises or publishing it in a newspaper. However, in practice, informal methods like oral communication or communication through intermediaries might be utilized, particularly in rural areas or communities where customary practices prevail.

3.5 ISSUANCE OF RECEIPT

The TL mandates landlords to issue rent receipts²¹ and provide detailed statements of service charges, promoting transparency and accountability in financial transactions between landlords and tenants. This provision is crucial in safeguarding tenants' rights and preventing disputes over rent payments. In instances where service charges are levied on a tenant, it is customary to provide a distinct receipt that itemises the charges. Additionally, the tenant is entitled to receive a written statement every six months detailing the allocation of these charges.²² However, the RCRPL lacks similar provisions, potentially leaving tenants vulnerable to exploitation and disagreements over financial matters. The absence of mandatory rent receipts the RCPRL could be attributed to the continued reliance on informal rental agreements and customary practices, where oral agreements and cash payments are common. This highlights the need for legal reforms to ensure greater transparency and accountability in landlord-tenant transactions, regardless of whether they are based on formal or informal agreements.

3.6 TYPES OF TENANCY

The recognition of a "half-yearly tenancy" in Lagos State's TL²³ but not in Edo State's RCRPL demonstrates the flexibility of the legal framework in Lagos to accommodate diverse tenancy arrangements. This flexibility may be a response to the dynamic nature of the rental market in a bustling metropolis like Lagos. However, the lack of recognition for such a tenancy type in Edo State could limit the options available to landlords and tenants, potentially hindering the development of a diverse and responsive rental market.

²¹ibid. s5(1-3).

²²Ibid. s10.

²³ibid. s13.

3.7 ALTERNATIVE DISPUTE RESOLUTION

Lawyers, in their capacity as custodians of the justice system, bear the obligation to engage in and advocate for alternative dispute resolution (ADR) methods. According to Rule 15(3)(d) of the Rules of Professional Conduct (RPC) for Legal Practitioners 2007, legal practitioners are required to provide their clients with information regarding ADR options prior to pursuing litigation or in the context of an ongoing legal matter. According to Section 55 of the abovementioned Rules, the violation of any provision within the Rules constitutes an act of professional misconduct. In order to mitigate potential legal responsibility for professional impropriety, it is imperative for lawyers to possess a comprehensive understanding of ADR. The inclusion of alternative dispute resolution was integrated into the legal framework of Lagos State. No other jurisdiction examined in this study has implemented a similar approach.

The TL strongly supports and promotes the adoption and utilisation of ADR methods by landlords and their tenants. The involved parties possess the unrestricted authority to include an arbitration clause within the parameters of their contractual agreement.²⁴ Despite the shared agreement between the parties to participate in arbitration proceedings, it is crucial to emphasise that this agreement should not be interpreted as a way to deprive the Court of its inherent jurisdiction.²⁵ An arbitration award is empowered with equivalent legal status to that of a judgement issued by a court of law. Once the registration process has been successfully concluded, it will be duly acknowledged and endowed with complete legal validity as a binding judgement or order issued by a court of law possessing appropriate jurisdiction.²⁶ For the award to be considered valid and enforceable in a court of law, it is crucial that the award be registered within three months after it is delivered.²⁷ The courts with this jurisdiction have the authority to refer tenancy matters, or any related component, to either the Multi-Door Court House or the Citizen Mediation Centre, both of which are reputable institutions within the State.²⁸ These courts are committed to promoting amicable resolutions and peaceful settlements as part of their

²⁴ *ibid.* (30(1).

²⁵ *ibid.*

²⁶ *ibid.* s30 (3).

²⁷ *ibid.* s30 (5).

²⁸ *ibid.* s32(2).

important role. The court is not required to obtain explicit consent from the parties before making such referrals, regardless of the circumstances.²⁹ If the parties have reached a mutually agreeable resolution, it is the responsibility of the mediator to promptly submit the mediation agreement to the court within three days after the parties have signed it. It is expected that upon submission, the agreement mentioned above will be officially approved by the court, thus granting it the status of enforceability in the future.³⁰

Conversely, the RCRPL did not make provisions for ADR for Landlord-tenant disputes. However, that does not remove the fact that resolving disputes outside of litigation is not encouraged in the State. As a testament to that, the Edo State Multi-Door Court was created. The Edo State Multi-door Court is an innovative initiative designed to provide a formalised structure for the resolution of disputes through a range of alternative methods of dispute resolution. The Multi-door Court utilises a diverse array of dispute resolution processes to effectively address and resolve conflicts within contemporary society. Considering the prevailing circumstance that the majority of conflicts are rooted in conflicting interests, it is more advantageous to employ alternative mechanisms or processes for their resolution instead of resorting to litigation. The ESMDC is capable of assisting disputants in resolving disputes in a manner that is both professional and reliable. The ESMDC offers a range of ADR mechanisms or methods, including Mediation, Arbitration, Conciliation, Negotiation, Meditative-Conciliation, Expert Determination, Early Neutral Evaluation, and other Hybrid processes. Our organisation employs highly skilled and certified professionals in the fields of mediation, arbitration, and facilitation who serve as internal dispute resolution officers and members of our panel of neutrals. Any individual or organisation has the right to approach the ESMDC in order to formally request or commence the Alternative Dispute Resolution (ADR) process. The courts at all levels in Edo State have the authority to refer non-criminal cases to the Edo State Multi-Door Courthouse (ESMDC) if they deem ADR to be a valuable option. The ESMDC possesses legal authority to intervene directly by issuing invitations to parties involved in disputes, thereby facilitating the resolution process. The function of the Multi-door Court can be likened to a healing balm, similar

²⁹ibid. s 32(3).

³⁰ibid s 32(4).

to the one mentioned in the biblical reference to Gilead. The proposed intervention has the potential to enhance the scope of peaceful resolutions, facilitate efficient communication, and foster positive rapport among the parties involved in the dispute.

3.8 PAYMENT OF RENT

In Lagos State, it is deemed illegal for a landlord to accept advance payment of rent from a tenant. The legislation in Edo State does not explicitly address the matter of payment of rent in advance. The Rent Control (Standard and Maximum Rent) Order of 1996 in Edo State establishes the specified amounts outlined in the schedules. The legal framework in Lagos State acknowledges and accommodates the prevailing economic conditions, reflecting a pragmatic approach to governance. It acknowledges that rental prices can reach a threshold of ten million naira or more. In cases where the rental amount exceeds the monetary jurisdiction of the magistrate court, which is set at ten million naira, the High Court is authorised to handle such legal matters. The jurisdiction of Magistrates courts on the subject is covered under Section 19(1)(b) of the Magistrate Court Law of Edo State, which is reproduced above. Additionally, under the terms of the Magistrate Court Laws (Increased Jurisdiction of Magistrates in Civil and Criminal Matters, Order 2011 Laws of Edo State of Nigeria, Vol. 4), the civil jurisdiction of the Magistrate Grade 1 now extends to disputes with monetary values up to N200, 000.00 (two hundred thousand naira). As was previously noted, the jurisdiction of the Court is established by the Act that established it. The Magistrate Courts Law, which established the Magistrate Courts Grade 1, clearly grants the court jurisdiction over all disputes between landlords and tenants regarding the possession of any lands or homes that are claimed under an agreement or that are refused to be given up, provided that the annual value of rent does not exceed 200 000 Naira. Uncertainty exists in the Recovery of Premises Law Cap, R1 of 1977, which aims to oust the Magistrates Courts' authority over commercial properties. Regarding the crucial elements already mentioned in this part, the provisions seem to be somewhat ambiguous.

3.9 OBLIGATIONS OF LANDLORD AND TENANT

In the TL, the rights and obligations of tenants and landlords are clearly defined and outlined.³¹ Moreover, the task of rectifying flaws in a premise is collectively borne. The legislation in Edo State lacks explicit provisions regarding the responsibilities or obligations of parties involved in a tenancy arrangement. Within the jurisdiction of Lagos State, the responsibilities imposed upon a landlord pertaining to a residential structure diverge from those imposed upon a landlord pertaining to commercial premises.³² In the other jurisdiction under review, this dichotomy does not exist. In the context of Lagos, the act of paying rent establishes an individual's tenancy status. However, it should be noted that in other jurisdiction under consideration, the payment of rent is not an essential requirement for the establishment of a tenancy relationship.

3.10 RESORT TO SELF- HELP

The regulation of recovery of premises in its current form may have been influenced by the consideration of the potential existence of unequal bargaining powers. The legal doctrine posits that there exists a presumption favouring the landlord in the landlord-tenant relationship, thereby endowing the landlord with a position of superiority that may be susceptible to abuse through the arbitrary eviction of the tenant. In order to mitigate the potential for arbitrary and capricious exercise of authority, it is imperative to acknowledge the existence of recovery of premises laws enacted in the States review.

These laws have been designed to delineate the requisite course of action that must be adhered to prior to effecting the eviction of a tenant. In accordance with legal principles, it is imperative to note that the legal system disapproves of the practise commonly referred to as "self-help" when employed by a landlord.³³ The act of evicting a tenant without resorting to the court is deemed to be a criminal offence on the part of the landlord. Section 44(1) of TL criminalizes the act of forcibly ejecting a tenant otherwise than in accordance with the orders of the court. Upon conviction, the person shall be guilty of an offence and is liable to a fine not exceeding Two Hundred and Fifty Thousand Naira (₦250,000.00) or a maximum of six (6)

³¹ ss 7 and 8.

³²ibid. s 9.

³³ TL, s 44(1);RCRPL, 38(1).

months imprisonment and any other non-custodial disposition. Section 38 (1) provides that any person who attempts to forcibly eject or forcibly ejects a tenant; that is guilty of an offence and is liable on summary conviction, to a fine of two hundred naira (N200.00) or imprisonment for three months or both.

The procedural requirements for the recovery of possession of premises are of utmost importance, as any failure to adhere to these requirements has the potential to invalidate the entire proceedings. The act of invading premises that are being held over by a tenant, followed by their forceful ejection, cannot be justified solely on the grounds that the tenant is continuing to occupy the premises beyond the expiration of their contractual tenancy. The legal framework provides for the possibility of a tenant's rejection through a court order, rather than allowing the landlord to take matters into their own hands through self-help measures.³⁴ The recovery of premises, in accordance with legal principles, necessitates adherence to due process of law.³⁵ Any alternative means of recuperation is deemed to be in violation of the law.³⁶ The landlord's entitlement to re-enter the premises and assume control thereof in the event of the tenant's violation of any covenant does not grant the landlord the authority to expel the tenant by means of coercion, absent a court order. Engaging in such conduct shall be deemed a flagrant disregard for the rule of law, thereby creating fertile ground for disorder and chaos.³⁷

The recovery of possession pertaining to property or land shall be exclusively facilitated through judicial intervention, as mandated by the landlord, unless the tenant has willingly relinquished their possession.³⁸ The act of a landlord employing self-help as a means to regain possession of the premises occupied by them is in direct contravention of the law.³⁹ Furthermore, it is imperative to note that this particular regulation is equally applicable to landlords who have

³⁴*Tsegba & Anor v Registered Trustees of Mission House & Anor* (2018) LPELR -44242 (CA).

³⁵*Aladi v Ogbu* [2018] LPELR – 43691 (CA.)

³⁶*Ihenacho & Anor v. Uzochukwu & Anor* (1997) LPELR – 1460; *Ndieli & Anor v Eze* [2016] LPELR – 42122 (CA).

³⁷*Agbor v Metropolitan Police Commissioner* [1969] 1 WLR 703; *Military Governor of Lagos State v Ojukwu* [1986] 1 NWLR (Pt. 18) 621, 638.

³⁸*Ihenacho* (n 22); *Splinters Nigeria Limited v Oasis Finance Limited* (2013) LPELR-20691(CA); *Aladi v Ogbu* [2018] LPELR-43691 (CA).

³⁹*Eliochin Nig Ltd v Magadiwe* [1996] 1 NWLR (Pt. 14) 47; *Iheancho* (n 22); *Military Governor of Lagos State* (n 22); *Akinkugbe v Ewulum Holdings Nigeria Ltd & Anor* [2008] LPELR – 346(SC); *Abiodun v CJ Kwara State* [2007] 18 NWLR (Pt. 1065) 109; [2007] LPELR-8308.

acquired the premises during the duration of a lease that remains in effect.⁴⁰ In the event that a tenancy is in existence at the time of a property sale, it is important to note that the vendor shall assume the tenancy alongside the property. Consequently, the vendor shall step into the shoes of the landlord, acquiring the corresponding rights and privileges. It is crucial to emphasise that the vendor cannot lawfully remove the tenant from the premises without undergoing the appropriate process to terminate the tenancy in a proper manner. In accordance with the legal principles governing landlord-tenant relationships, it is imperative to note that a landlord possesses the authority to unilaterally assume possession of a premises that is under his tenancy, provided that such action is executed in a peaceful manner subsequent to the termination of said tenancy.⁴¹ It is imperative to acknowledge that while the Lagos State Tenancy Law may possess its distinctive gaps, it nevertheless stands as the most advanced legislation on tenancy in the country.

4.0 CONCLUSION

Nigeria's complex legal and socioeconomic realities contextualize this study's findings regarding the divergences in landlord-tenant relationship in Edo and Lagos States, drawing on theoretical insights from legal pluralism and socio-legal studies. Distinct legal frameworks impacting eviction procedures, rent regulation, and dispute resolution shape the landlord-tenant relationship in Edo and Lagos States, Nigeria. In Lagos, the Tenancy Law of 2011 offers broader tenant protections, acknowledging informal rental arrangements and regulating excessive rent advances, while promoting transparency through mandatory rent receipts. Conversely, Edo's Rent Control and Recovery of Residential Premises Law follows a formalistic model, potentially leaving informal tenants vulnerable. Lagos covers most premises but excludes high-brow areas, creating legal ambiguities. Edo State's broader applicability overlaps with older laws, complicating enforcement. The distinction between tenants and licensees is clearer in Lagos, enhancing tenant protection. Both states require statutory notices before eviction, with Lagos recognising a unique "half-yearly tenancy" category. Lagos actively promotes alternative dispute

⁴⁰ *Alibi v Oloya* [2001] 6 NWLR (Pt. 708) 37; *Farajoye v Hassan* [2006] 16 NWLR (Pt.1006) 463.

⁴¹ *Aglim BV v Cohim* [1995] 1 AER 785.

resolution through arbitration and mediation referrals, while Edo relies more on traditional litigation and customary law methods.

Several recommendations emerge from this Study:

1. **Legislative Reforms:** There is the need to update the Rent Control and Recovery of Residential Premises Law of Edo State, Cap R1 1977 to reflect current economic and social realities, particularly regarding rent control mechanisms, and landlord-tenant protections. Furthermore, the scope of the law should be broaden to include provision for commercial premises, and licensees specifying the rights, duties and obligations of the parties. Furthermore, the Tenancy Law 2011 should be strengthen to offer specific protections and clearer rights protection for licensees. This should also include defining the circumstances under which a licensee can challenge eviction to prevent arbitrary actions.
2. **Rent Control Mechanisms:** Both laws should introduce provisions for regulating rent increases to protect tenants from exploitative practices. These laws should include a provision that mandate periodic reviews to align rents with inflation and market realities.
3. **Alternative Dispute Resolution:** Establish ADR mechanisms, such as tenancy tribunals, to provide faster and less costly resolutions to disputes. These tribunals should also be empowered to oversee rent disputes, regulate rent levels, and mediate conflicts between property owners and tenants.