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RENT CONTROL AND RECOVERY OF RESIDENTIAL PREMISES LAW CAP.R6 LAWS OF LAGOS STATE

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RENT CONTROL AND RECOVERY OF RESIDENTIAL PREMISES LAW CAP.R6 LAWS OF
LAGOS STATE

A Law to Control the Rent of Residential Premises, to establish the Rent Tribunals and for other purposes connected therewith.

[1997. No. 6.]

[21st March, 1997]

[Commencement.]

1. Application of Law

The Governor may from time to time by order—

- (1) direct that the provisions of this Law shall apply to any particular residential accommodation class or classes of residential accommodation within the State which annual rental value as at 1996 was not more than N250,000 (two hundred and fifty thousand naira);
- (2) classify the types and categories of residential accommodation;
- (3) zone the Lagos State into areas and fix the standard rent and terms of tenancy agreement to be applicable in such area;
- (4) prescribe the term for which advance rent may be payable and the percentage increase in rent at the expiration;
- (5) exempt the application of this Law to any particular accommodation or area.

2. Standard Rent

- (1) As from the commencement of this Law, the standard rent prescribed by the Governor for the purpose of this Law shall be payable in respect of the type of accommodation to which it applies.
- (2) The standard rent referred to in subsection (1) of this section shall be subject to review every three (3) years or such other period as the Governor may by order prescribe.
- (3) The increase on the standard rent at every period of review shall not exceed 20% of the standard rent prescribed in the order to this Law in respect of the type of accommodation to which it applies.
- (4) The standard rent shall supersede any rent between the landlord and the tenant and any order made in respect of the standard rent shall bind all persons including the landlord, tenant or mortgagee of such premises.

3. Agreement

- (1) As from the commencement of this Law it shall be unlawful for a landlord to accept any 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 provided that the landlord may apply to the tribunal, to vary the standard rent.
- (2) Where any 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 any rent is less than the standard rent prescribed for the type of accommodation under this Law the tenant shall continue to pay, as from the commencement of this Law, the rent until the Tribunal makes an order varying the rent.
- (4) Where before the commencement of this Law, any rent has been paid to a landlord in advance for a term in excess of that prescribed in the Law, such rent shall not be recoverable by a tenant.
- (5) Where as at the commencement of this Law, there is a subsisting lease agreement between a landlord and a tenant and the rent paid was lower than the standard rent, a Tribunal shall not increase the rent paid in advance until the expiration of the lease agreement.

4. Advance rent

- (1) As from the commencement of this Law, it shall be unlawful for a landlord or his agent to demand or receive standard rent in excess of six months rent from an incoming tenant in respect of accommodation in categories 11–12 and twelve months

in respect of accommodation in categories 13–18.

(2) It shall be unlawful for an in-coming tenant or his agent to offer or pay standard rent in excess of six months rent in respect of accommodation in categories 11-12 and twelve months in respect of accommodation in categories 13-14.

(3) It shall be unlawful for a landlord or his agent to demand or receive from a sitting tenant standard rent in excess of three months rents in respect of any accommodation.

(4) It shall be unlawful for a sitting tenant to offer or pay standard rent in excess of three months rent in respect of any accommodation.

(5) Any person who received or paid standard rent in excess of what is prescribed in this section shall be guilty of an offence and be liable to a fine of N50,000 or to six months imprisonment.

5. Appointment of part-time Magistrate

(1) For the purpose of this Law, the Governor shall have power to appoint part-time Magistrates (hereinafter referred to as Magistrates) as Chairmen of the Tribunal.

(2) The Magistrates shall be legal practitioners with not less than 5 years post call qualification experience.

6. Establishment of Rent Tribunals

(1) There shall be established in each Local Government area Tribunal for the purposes of this Law to be called Rent Control Tribunal (hereinafter in this Law referred to as "the Tribunal").

(2) The Tribunal shall consist of—

(a) a Chairman who shall be a Magistrate or a Magistrate appointed by virtue of section 5 of this Law;

(b) one Estate Surveyor and Valuer with not less than 5 years qualification experience;

(c) a representative of the Landlords Association in the Local Government area; and

(d) a representative of the Tenant Association in the Local Government area.

(3) A member of the Tribunal shall hold office until such a time as the Governor may determine and any such member, not being a person employed in the public service of the State, may at any time resign his office by writing under his hand addressed to the Governor.

(4) The Governor may remove or appoint any person as he may deem fit as the Chairman or member of the Tribunal.

(5) A Tribunal shall be duly constituted for the purpose of hearing and determining any application if it consists of the Chairman and the member referred to in subsection (2) of this section.

(6) The remuneration and allowances of the Chairman and members of the Tribunal shall be as may be determined by the Governor from time to time.

7. Jurisdiction of the Tribunals

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

(2) In so far as jurisdiction conferred on the Tribunal in respect of the causes or matters mentioned in the Schedule to this Law, Magistrate Courts shall, to the extent that jurisdiction is conferred on the Tribunals, cease to have jurisdiction in relation to such causes or matter.

(3) The jurisdiction of a Tribunal shall not be ousted by the defendant or respondent setting up the title of a third person.

(4) Proceedings under this Law shall be brought before the Tribunal established in the Local Government area within which the subject matter of the proceedings or the

transaction given rise to the proceedings is located or was entered into.

(5) Subject to the provisions of this Law, a Tribunal shall be bound by the practice and procedure in civil matters in the magistrate courts.

(6) Where a tenant has defaulted in paying his rent as at the commencement of this Law and there is an application for the determination of any of the matters within the Tribunal's jurisdiction, before a Tribunal, the Tribunal may order the tenant to pay such arrears of rent before the determination of the application.

(7) Notwithstanding the provisions of any law or enactment, for the purposes of this Law, the jurisdiction of the Tribunal shall—

(a) not exceed the sum of N250,000 (Two hundred and fifty thousand naira);

(b) not exceed a term of 2 (two) years in the case of imprisonment.

8. Proceedings of a Tribunal

(1) The proceedings of a Tribunal shall be held in public.

(2) The judgment or any order of the Tribunal shall bind all persons including the landlord, tenant or mortgagee of a building where the accommodation is situated.

(3) A Tribunal shall have power to examine witness on oath, and to summon any person to give evidence or to produce any document which it considers relevant including any document or title.

9. Transfer of case from Magistrate Court to the Tribunals

As from the commencement of this Law, every cause or matter in respect of recovery of possession pending the Magistrate courts shall be transferred to the Tribunal.

10. Representation of parties

In respect of any matter before a Tribunal any landlord, tenant, class of landlords or tenants or any other person who in the opinion of the Tribunal has any interest in such matter may be represented either in person or by a legal practitioner of his choice, the Governor may be represented by a law officer or by any other person authorised in that behalf by or on behalf of the Attorney-General.

11. Sub-tenants deemed to be tenants of the landlords

Where a landlord at any time lets any premises and his tenant not being expressly prohibited 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 the landlord.

12. Security of tenancy

(1) Where an application has been made to the Tribunal 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 is given.

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

(3) The provisions of this section shall not apply to any person who came into possession of any residential premises to which this Law applies other than by way of lawful tenancy.

(4) Notwithstanding the provisions of any law or enactment, it shall be unlawful for a landlord to eject from any premises in respect of which the Tribunal has fixed the rent until the determination of the tenancy.

13. Tenant refusing or neglecting to give up possession

When and as soon as the term or interest of the tenant of any premises determines or has been duly determined by a written notice to quit as in Form B, C, or D, in Schedule 1 to this Law such tenant or if such tenant does not actually occupy the

premises or only occupies part thereof, any person by whom the same or any part thereof is actually occupied, neglects or refuses to quit and deliver up possession of the premises or any part thereof, the landlord of the said premises or his agent may cause the person so neglecting or refusing to quit deliver up possession to be served 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.

[Schedule 1.]

14. 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 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 shall on the application of the landlord make an order for possession and arrears of rent.

(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.

15. Giving of notice and effect thereof

Notices referred in section 14 may be given at any time prior to the date of termination of current term 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 subsection (1) of section 14.

16. 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 neglects or refuses to quit and deliver up possession accordingly, the landlord may apply to the Tribunal 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 in the Local Government area 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.

(2) If mesne profits are claimed and the writ or plaint shows that the rate at which such mesne profits are claimed in the same as the standard rent of the premises judgment 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 judgment shall be extended to include such claim and shall be as in the second alternative in Form J.

(3) Where any summons for the recovery of possession is joined with a claim for arrears of rent and the defendant admits liability for arrears of rent, the Tribunal shall upon such admission enter judgment for the arrears of rent and may subsequently proceed with the claim for the recovery of premises.

17. Landlord may claim for mesne profits

The landlord may, in his writ or plaint for the recovery of any 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 between the date of expiration of the tenancy and the date appointed for hearing or to any subsequent date named in the claim.

18. 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.

19. Improvement of accommodation by tenants

Where a tenant with the previous consent in writing of the landlord effects improvements on his accommodation and the landlord determines the tenancy before the expiration of the tenancy, such a tenant shall be entitled to claim compensation for the effected improvements on quitting the accommodation.

20. Hearing of summons

(1) If the tenant fails at the hearing of the summons to show good cause to the contrary, then on proof by the landlord of—

- (a) the defendant still neglecting or refusing to deliver up the premises;
- (b) the yearly rent of the premises;
- (c) the holding;
- (d) the expiration or other determination of the tenancy within the time and manner;
- (e) the title of the landlord, if such has accrued since the letting of the premises; and
- (f) the service of the summons if the defendant does not appear thereto.

The Tribunal may order as in Form J, K or L whichever is applicable to the case, that possession of the premises mentioned either forthwith or on or before such day as the Tribunal shall think fit to specify.

(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) above, the defendant shall be entitled to judgment and may be awarded costs such judgment and award being as in Form M.

21. Warrant of possession may issue at any time

Where a landlord is entitled to possession of any premises, the Tribunal may issue a warrant of possession, notwithstanding that the counterclaim is undetermined or unsatisfied.

22. Limitation of orders and judgment

No order or judgment for the recovery of possession of any premises to which this Law applies or for the ejection of a tenant shall be made or given unless the Tribunal considers it reasonable to make order having regard to the Second Schedule to this Law.

[Schedule 2.]

23. Tribunal to allow tenant seek alternative accommodation

Notwithstanding the provision of section 22 of this Law, where in the opinion of the Tribunal it is expedient so to do, it may allow a tenant up to a maximum of six months to look for an alternative accommodation.

24. Enforcement of order of court

If the order of the Tribunal given under section 23 is not obeyed, the Tribunal, 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 is that possession of the premises be given forthwith by the defendant to the plaintiff, the Tribunal shall at the instance and cost of the plaintiff issue a warrant of possession forthwith.

25. 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 and it shall be as in Form N and the certificate of execution thereof shall be as in Form O.

26. 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 in the order of 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.

27. 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 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 three o'clock in the afternoon and six o'clock in the afternoon.

28. Service of process

Service on any notice under the provisions 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 magistrates' courts 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.

29. Rent Payment receipt

(1) As from the commencement of this Law all landlords of premises in the areas to which this Law applies shall issue rent payments receipt to their tenants.

(2) Any landlord who fails to issue rent payment receipt to his tenant shall be guilty of an offence and shall be liable to a fine of two thousand five hundred naira or one month imprisonment

30. 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 cases 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 in all respect as if the forms had originally been so made.

31. Tribunal's Official Receiver to accept refused rent

(1) Where a landlord refuses to accept from a tenant any rent for an accommodation, such refused rent shall be payable to the Tribunal through the court's Official Receiver.

(2) Where a landlord intends to collect a refused rent from the Tribunal, the Tribunal shall collect from such landlord 10% of the refused rent as penalty.

32. Appeals

(1) Either party to any proceedings in relation to any provisions of this Law may appeal from the decisions of the Tribunal to the High Court of the State.

(2) The High Court referred to in subsection (1) of this section shall have appellate jurisdiction to hear and determine any appeals from the decision of the Tribunal.

(3) On the hearing of any appeal from the Tribunal the High Court may draw any inference of fact and either—

(a) order a new trial on such terms as the court thinks fit; or

(b) order judgment to be entered for any party; or

(c) make a final or other order on such terms as the court thinks proper to ensure the determination on the merits of the real question in controversy between the parties.

(4) The provisions of this section shall be applicable to all appeals pending the determination of the High Court before the commencement of this Law.

33. Offences and penalties

(1) Subject to the provisions of any law in force any person who demolishes, alters or modifies a building to which this Law applies with a view to ejecting a tenant and without the approval of the Tribunal is guilty of an offence and is liable to a fine of twenty thousand naira or to three months imprisonment.

(2) (i) Any person who in respect of any accommodation to which this applies—

(a) attempts to eject or forcibly ejects a tenant;
(b) harasses or molests a tenant by action or words, with a view to ejecting such tenant;
(c) wilfully damages any dwelling house; or
(ii) Any person who in respect of any accommodation to which this Law applies—
(a) harasses or molests a landlord in respect of an accommodation let by him by action or words;
(b) wilfully damages any dwelling house; or
(c) does any act or thing whatsoever calculated to stultify the provisions of this Law or fails to comply with the requirement or any order made by the Tribunal is guilty of an offence and is liable to a fine of fifty thousand naira or to three months imprisonment.

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

(4) Any person charged with contempt of the Tribunal is liable to a fine of two thousand, five hundred naira or to three months imprisonment.

(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 contravenes the provisions of this law especially in relation to advanced payment of rent shall be guilty of an offence and shall be liable to a fine equal to twice the amount so received as such loan or premium.

(6) 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 is guilty of an offence and is liable, to a fine of twenty thousand naira or to six months imprisonment.

(7) Any person who has been 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 and is liable to a fine of fifty thousand naira or to six months imprisonment.

(8) (i) Any landlord who obtained an order for possession of any accommodation under this Law by fraud, misrepresentation or concealment of any material fact shall be guilty of an offence and liable to 2 years imprisonment.

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

(9) (i) It shall be unlawful for any person to demand or received more than five percent (5%) of the annual rent as agreement fee.

(ii) It shall be unlawful for any person to receive any agreement fee without giving a copy of the agreement to the tenant who paid the agreement fee.

(iii) It shall be unlawful for any person or an agent to demand or receive more than five percent (5%) of the annual rent as commission.

Any person who contravenes the provisions of subsection (9) of this section is guilty of an offence and liable to a term of 2 years imprisonment.

34. Regulations

The Governor may make regulations providing for any matter for which provision appears to him to be necessary for the purpose of giving effect to the provisions of this Law and in particular, without prejudice to the generality of the foregoing, for all or any of the following matters—

(a) regulating the procedure on application to and hearing by, a Tribunal and the

fixing of fees for the filling, 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 Tribunal 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 the Tribunal;
- (d) prescribing the amount of increase or reduction to be allowed by the Tribunal in relation to repairs to premises according as the liability to make them is established before the Tribunal;
- (e) prescribing the type and nature of repairs or fixtures in premises where the accommodation is and the amount to be allowed in computing a standard rent where the Tribunal is satisfied that the repairs or 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 the Tribunal or as record of payment under any tenancy agreement;
- (g) prescribing the imposition of penalties (other than for non-compliance with any order fixing standard rent); and
- (h) generally for matters coming before the Tribunal.

35. Repeal of Cap. 167

The Rent Control and Recovery of Residential Premises Law Cap. 167 Laws of Lagos State 1994 is repealed.

36. Interpretation

In this Law, unless the context otherwise requires—

“accommodation” includes residence 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 or used as residences;

“agent” means any person usually employed by the landlord in the letting of the premises or in the collecting of the rents thereof or specially authorised to act in a particular manner by writing under the hand of the landlord;

“functions” includes powers and duties;

“High Court” means the High Court of Lagos 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 persons 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 occupation of the premises and which he is liable to pay as compensation to the person entitled to possession;

“premises” includes a house or building or any part thereof together with its gardens or other appurtenance;

“prescribed” means prescribed by this Law or regulation and orders made thereunder;

“rents” includes any consideration or 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 any land, house, premises, or other corporeal 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 of the Tribunal under section 1 of this Law;

"State" means Lagos 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 bona fide claim to be the owner thereof.

Application to all leases

(2) The provisions of this Law shall apply to all leases in respect of the premises to which this Law applies.

37. Citation and Commencement

This Law may be cited as the Rent Control and Recovery of Residential Premises Law 1997 and shall come into force on 21st day of March 1997.

Schedule 1

SECTION 13

Form A

GENERAL FORM OF TITLE OF PROCEEDINGS

(For use in the Tribunals)

In the Rent Control and Recovery of Residential Premises Tribunal

Local Government

Suit No. 20

Between

Plaintiff

and

Defendant

Form B

NOTICE TO QUIT SIGNED BY THE LANDLORD HIMSELF

To. C.D.

Sir,

I hereby give you notice to quit and deliver up possession of the (house flat of room) and

premises, with the appurtenances situate at in the town of Local Government)

of which you hold me as tenant thereof, on

the day 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 the day of 20

Yours, etc.

Form C

NOTICE TO QUIT, GIVEN BY AN AGENT OR LEGAL

PRACTITIONER OF THE LANDLORD

To C.D.

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, or flat or room with

the appurtenances,

situated at in the town (or Local Government)
of which you held of him as tenant thereof, on
the day of next (of at the expiration of your tenancy
which shall expire next after the end of months from the service of this notice).

Dated this day of 20

Signed:

Form D

NOTICE BY LANDLORD TO QUIT LODGINGS

To C.D.

Sir,

I hereby give you notice to quit and deliver up on the
day of 20 the rooms or apartments
with the appurtenances in my house () which you now held of me.

Dated the day of 20

Signed A.D.

Form E

NOTICE TO TENANT OF OWNER'S INTENTION TO
APPLY TO RECOVER POSSESSION

To C.D.

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
the day of and which premises are
now held over and detained from the said be
given to (the owner or agent) on or before the expiration
of seven clear day from the service of this notice, I shall on
next the day of
apply to the Tribunal acting for the Local Government
(being the
district, division or place in which the premises or any part therefore is situated) for
a summons to eject any person therefrom.

Dated this day of 20

Signed

Owner or Agent

Form F

WRIT OF PLAINT AGAINST TENANT OR PERSON
REFUSING TO DELIVER UP POSSESSION

(Appropriate General Title—Form A)

The plaintiff is entitled to the possession of premises (describe shortly) situate at which were let by the plaintiff to the defendant for under the rent of N which said tenancy expired (or was determined by notice to quit, given by the plaintiff (as the case may be) on the day of 20 and on the day of 20 the plaintiff did serve as the defendant a notice in writing of his intention to apply to recover possession of the said premises (a duplicate of which notice is hereto annexed), by (describe the mode in which the service was affected); and that notwithstanding the said notice defendant refuse (or neglected) to deliver up possession of the said premises, and still detains the same.

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

Or, the plaintiff claims possession and N for arrears of rent and mesne profit at the rate of N per being at the rate of the rent of the said premises, from the day of 20 until possession is given up.

Or the plaintiff claims possession and N for arrears or rent and mesne profits from the day of 20 until possession is given up.

Signed:

Form G

SUMMONS FOR RECOVERY OF POSSESSION OF TENAMENTS

(Appropriate General Title—Form A)

You are hereby summoned to appear before the Tribunal at Local Government on the day of 20 at the hour of in the noon to answer the plaintiff's claim to recover possession of situate at with the jurisdiction of this Tribunal on the ground stated on the particulars of the claim hereto

annexed, and also to recover the sum of N K mentioned in the said particulars.

If you dispute the claim or have a counter claim you

Claim fees for plaintiff Legal Practitioner's cost

should, within days after the service

of this summons on you, inclusive of this day of service, send the Registrar of

defence or counterclaim for which the form below may be used.

If you dispute only part of the money claimed you may pay into the district office of the Tribunal the amount admitted.

If you admit the whole or part of the claim and desire time for the payment or giving possession you should within the said

days send

to the Registrar an admission for which the form below may be used.

Total amount of claim and cost.

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 to the Tribunal may add to the costs.

To the Defendant

Dated this day of 20

Signed

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 or 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 years' rent of the premises to him.

I dispute the plaintiff's claim because (state facts relied on in support of defence) or I admit the plaintiff's title and his right in immediate possession and offer to give possession on the

day of 20 admit the claim for or

(I admit N part thereof) and I ask leave to pay the same, with costs on that amount, on the day of 20 or by instalments

of N because I have a

counterclaim against the plaintiff for N

To be signed here—

Defendant

Address to which notices to be sent

Form H

APPOINTMENT OF APPRAISERS

(Appropriate General Title—Form A)

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

of) do enter upon the premises at in

the town (or Local Government) of lately in the

occupation of the plaintiff and do estimate the present values of (here set out and describe sufficient for identification the things claimed by the plaintiff as improvements) and do report

to the Tribunal 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 this day of 20

(Signed)

Registrar

Form I

REPORT OF STATE SURVEYORS/VALUER MEMBERS

(Appropriate General Title—Form A)

I, (We) E.F. of (and G.H.
of) The valuer members appointed herein, under an
order dated the day of 20 having viewed the premises
mentioned in the order aforesaid do appraise and value the same at the sum of N
as hereinafter detailed, viz:
As witness may (our) hand(s) this day of
20
Signed: E.F.
(G.H.

Form J
JUDGMENT 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

N K for rent and mesne profits
from the day of 20 up to date
hereof and further mesne profits at the same time of obtaining possession.
And it is ordered that the defendant give the plaintiff possession of the said premises
on the

day of 20
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 the day of
20 , (or by instalments of N K for every
the first instalment to be paid on the day 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 sum of N K being arrears of rent and for mesne profits to the date hereof on

or before the day of 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 the 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

JUDGMENT 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 in the day 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 described 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 adjudged that the plaintiff do recover against the defendant the sum

N K for the costs.

And it is ordered that the defendant do pay the said sum to the Registrar of this
tribunal

on the day of 20

Form L

JUDGMENT 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

amounting to N K being arrears and the plaintiff having a right of
re-entry in respect thereof.

And it is adjudged that the plaintiff do recover against the defendant the sum of N
k for 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 the day of

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

And it is ordered that the defendant do give to the plaintiff possession of the said
land

on or before the said day of 20 unless the said
rent in arrears 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 up possession, a
warrant or warrants may issue requiring the bailiff of the Tribunal to give possession
of the said

premises to the plaintiff, and to levy the sum of N k above-mentioned,
together with further costs.

Form M

JUDGMENT 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 judgment be entered for the defendant, and that the defendant

do recover against the plaintiff the sum of N k for costs.

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

before the day of 20

Form N

WARRANT FOR POSSESSION OF PREMISES

(Appropriate General Title—Form A)

Whereas at the tribunal holden on the day of 20

it was adjudged that the plaintiff was entitled to possession of the premises 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 was ordered that the defendant give the plaintiff possession of the

said amounting to N k were paid into
Tribunal on or before the day of 20

(and it was adjudged that the plaintiff should recover against the defendant the sum of

N k for rent mesne profits and N k for costs, making together
with the sum of N k and it was ordered that the defendant should pay the last

mentioned sum to the Registrar of this Tribunal the day of (or by instalments of N k

for every)

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

And these are therefore to require and order you forthwith to make and levy the amount due to the plaintiff under the said judgment (or order) together with the costs of this warrant and the costs of executing the same, by distress of sale of the goods and chattles of the defendant (if there are more defendants than one, name the defendants against whose goods the execution is issued wheresoever they may be found within the Local Government 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 naira) and also by seizing and taking any money, bank noted, cheques, bill 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 this execution, and to bring what you shall have so levied into the Court and to make return of what you have done under this warrant immediately upon the execution thereof.

Dated the day of 20

CHAIRMAN, RENT CONTROL AND RECOVERY OF RESIDENTIAL PREMISES TRIBUNAL

To: (OFFICER OF THE TRIBUNAL)

(RENT AND MESNE PROFITS)

Costs

Fee for issuing this warrant

Total amount to be levied with fees for execution of warrant as endorsed hereon.

Application was made to the Registrar for this warrant at minutes past the hour of in the of the day last above mentioned.

Notice—The goods and chattles 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.

Form O

CERTIFICATE OF EXECUTING OF
WARRANT OF POSSESSION

(Appropriate General Title—Form A)

I hereby certify that by virtue of the warrant of possession issued in this action of numbered

I 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 the day of 20

Signed:

Person executing the Warrant

Form 1

GENERAL FORM OF TITLES OF PROCEEDINGS IN
THE RENT CONTROL AND RECOVERY OF
RESIDENTIAL PREMISES TRIBUNAL

Holding at local government

Suit no.

Between

Applicant

and

Respondent

Form 2

APPLICATION TO AFFIX STANDARD RENT OF
RESIDENTIAL ACCOMMODATION

(Title as in Form 1)

To the rent control and recovery of residential premises

Application is hereby made to determine the standard rent in respect of the (part of) premises

situated at

(here specify the address)

whereof:

of

(name of landlord)

is

(address of landlord)

the landlord, and of

(name of tenant)

is the tenant

(address of tenant)

The rent presently payable being payable to the landlord at

(address of landlord or his agent)

In each and every month.

And I, being the landlord applicant further state—

(a) Total accommodation in premises

(b) Accommodation occupied or used by the tenant exclusively

(c) Accommodation occupied or used by the tenant in common with other persons

(d) Furniture provided by the landlord for the use of the tenant.

(e) Services (other than those voluntarily rendered) provided by the landlord for the use of the

tenant

(f) Rates payable by the landlord in respect of the premises of (if separately assessed) of the

accommodation occupied by the tenant

(g) Payments contracted to be made by the tenant to the landlord in respect of occupation, furniture and services (if a lump sum is to be stated but otherwise each item is to be shown

separately)

(if the landlord is the owner) state—

(i) The manner in which acquired

(ii) Date acquired

(iii) Price paid

(iv) Amount of interest on any capital loan relation to the premises

(If the landlord is not the owner) State the rent payable to any superior landlord in respect of—

(i) The premises

(ii) That part of the premises rented by him from the superior landlord

I, the Tenant/Landlord desire to give evidence at the hearing intended to send to you representations in writing before the date fixed for the hearing.

Dated at this day of 20

Signature

Landlord/Tenant

This part of the form is to be completed only if the landlord is the applicant.

*Delete word or words not applicable.

Form 3

NOTICE OF HEARING

(Title as in Form 1)

In the matter of an application to determine the standard rent of

(here describe the premises)
whereof is the landlord and
the tenant (or as the case may be)

To

(name and address of Landlord/Tenant)

Take notice that an application to fix the standard rent in respect of

(insert name)

Rent control and recovery of premises tribunal sitting at
Local Government

(insert sufficient address of Tribunal)

*on the day of 20 at o'clock a.m./
p.m. or so soon thereafter as may be practicable.

And further take notice that if you fail to attend, or having sent representations in writing you thereafter fail to attend if so directed or required by the Tribunal the case may be heard and determined in your absence and the standard rent fixed accordingly.

Dated at this day of 20

Signature

Clerk to the rent control and recovery of premises tribunal

(insert name)

*Insert here a date not earlier than seven days from the date of this notice of hearing.

Form 4

ORDER

(Title as in Form 1)

In the matter of application to determine the standard rent of

(here describe the premises)

whereof is the landlord and
is the tenant

(or as the case may be)

Delivered this day of 20

Upon reading the application of

(here describe the premises)

And upon hearing the parties (or as the case may be) and after considering the evidence then before it this tribunal hereby orders as follows—

* that the rent of the accommodation presently payable at is confirmed as the standard rent.

* that the standard rent for the premises is increased/reduced to
(here set out the amount)

(insert date)

* that the standard rent of the accommodation in respect of

(here set out the premises affected and in what way the rent has reduced/increased
according to the facts)

* that the application be dismissed.

Signature:

Chairman of the rent control and recovery of premises tribunal

*This form of order may be adopted or modified according to circumstances.

Form 5

STANDARD RENT OF PREMISES RECORD

(To be kept by the Registrar of the Rent Control and Recovery
of Residential Premises Tribunal)

The date when entries are made is to be set out and where corrections are made
they are to be shown as corrections with the date when made.

1. Address of premises

2. Name and address of landlord

3. Name and address of agent (if any)

4. Specification of premises:

State with sufficient details to identify the accommodation and facilities available)

5. Number of accommodation let/available for letting:

6. Accommodation to which tenant is entitled:

(a) Exclusively:

(b) In common:

7. Furniture (if any) provided by landlord:

8. State if premises are furnished and distinguish those fully furnished from those
partly

furnished:

9. State if services provided by the landlord:

10. State the standard rent for premises (and where separately let indicate each
accommodation)

11. If rent is increased/reduced for a limited period, indicate the period each accommodation affected:
12. Entries/corrections made

Form 6
FORM TO NOTICE TO BE PRINTED OR
INSERTED IN THE BOOKS

1. Address of premises:
 2. Name and Address of landlord:
 3. Name and Address of agent (if any)
 4. Rent: a month
 5. Description of premises occupied by tenant:
 6. Particulars of accommodation which the tenant has right to share with other persons
 7. Other terms and conditions (if any):
 8. A rent of a month for the premises was approved by the rent control and recovery of premises tribunal
 9. The rent for premises was reduced by the rent control and recovery of Premises tribunal to a month on 20
 10. The landlord is wholly responsible for repairs if the tenant is under no express liability to carry out any repair and the tenant should not pay any increase in the rent if demanded without further check.
- *To be completed according to circumstances.

Schedule 2
SECTION 22
POSSESSION OR EJECTION WITHOUT PROOF OF
ALTERNATIVE ACCOMMODATION

A Tribunal shall, for the purposes of section 22 of this Law have power to make or give an order or ejection for the recover of possession of any premises to which this Law applies or for ejection of a tenant therefrom without proof of suitable alternative accommodation (where the Tribunal considers it reasonable so to do) If—

- (a) The rent lawfully due by virtue of this Law is in arrears of three months 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;

(e) the tenant of 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 been used as a brothel, or has been convicted of 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 the 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 subtenant or lodger;

(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 abate by the removal of any lodger of subtenant (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.

(g) the premises are the subject to 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.

(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;

(i) the premises are reasonably required by the landlord for occupation for—

(i) himself; or

(ii) any son or daughter of his over eighteen years of age; or

(iii) his father or mother:

Provided that an order or judgment shall not be made or given on any ground specified in paragraph (h) of the foregoing provisions of this Schedule if the Tribunal is satisfied that having regard to all the circumstances of the case, including the question whether other accommodation is available for the landlord or the tenant, greater hardship would be caused by granting the order of judgment than by refusing to grant it.

RETURN OF MATTERS DECIDED ENDING

The Quarter Beginning: and Ending:

RENT CONTROL AND RECOVERY OF RESIDENTIAL PREMISES TRIBUNAL in LOCAL GOVERNMENT

Name of Parties Nature of Date of filling Action Date of Service of Process Date of 1st Appearance Date of final Determination Remarks
Applicant Respondent Fixing of Rent Possession

RENT CONTROL (STANDARD RENT) ORDER

Under Section 1

1. Standard Rents

The Standard rent payable every month of type T1A–T8 and any category of accommodation within zone A-2 shall be as set out in the Table of the Schedule to this Order.

2. Advance Rents

Advance rent payable for the categories of a accommodation shall be—

(a) 6 months in respect of types T1 - T2

(b) 12 months in respect of types T3 – T8

Schedule

In this part of the Schedule, the following expressions have the meanings hereby assigned to them—

1.—TYPES OF ACCOMMODATION

T1 means a single bedroom accommodation.

T2 means a room and parlour accommodation.

T3 means a single bedroom standard flat.

T4 means a two bedroom standard flat or a bungalow or outhouse with two bedrooms.

T5 means a three bedroom standard flat or three bedroom bungalow.

T6 means a two bedroom house.

T7 means a three bedroom semi-detached house.

T8 mean a three bedroom detached house.

2.—CATEGORIES OF BUILDINGS, ROOMS AND PARLOURS

CATEGORY A:

This covers any building constructed with sandcrete blocks, bricks or mud plastered and painted both internally and externally and having—

(a) Rooms which should not have a dimensional area less than 11.2 m² (3.7m. 0m.) or (12' x 10').

(b) The parlour should not have a dimensional area less than 14 m². (3.7m x 3.7m) or (12' x 12').

(c) Kitchen should not be shared by more than six rooms.

(d) Bathroom supplied with at least pipe borne water should not be shared by more than six rooms.

(e) Flush toilet should not be shared by more than six rooms.

(f) Floor should be finished with cement screed.

(g) Electricity supply to the tenement from the National grid.

(h) Water supply to the premises from the mains or other good source.

CATEGORY B:

Covers any building constructed with bricks or mud plastered with cement and having—

(a) Standard rooms whose dimensional area should not be less than 11.2m². (3.7m x 3.0m) or (12' x 10').

(b) Parlours which should not have a dimensional area less than 14m². (3.7m x 3.7m) or (12' x 12').

(c) Kitchen which should not be shared by more than eight rooms.

(d) Flush toilet which should not be shared by more than eight rooms.

(e) Bathroom supplied with pipe-borne water which should not be shared by more than eight rooms.

(f) Screeded Floor.

(g) Electrical supply to the Tenement from the National grid.

(h) Water supply to the premises from the main or other good source.

CATEGORY C:

Covers buildings constructed with mud, bamboo/planks or corrugated iron sheets having—

(a) Standard rooms whose dimensional area should not be less than 11.2m². (3.7m x 3.0m) or 12' x 10').

(b) The parlour should not have a dimensional area less than 14m² (3.7m x 3.7m) or (12' x 12').

(c) External Kitchen.

(d) External pit toilet.

- (e) External bathroom.
- (f) Screeded Floor.
- (g) At least the internal part of the tenement plastered.
- (h) Electrical supply to the tenement from the National grid.

STANDARD FLATS

Definition:

A standard flat is a unit of self contained family residential accommodation which should have the following amenities exclusively for the use of the tenant.

- (a) A living/Dining room of not less than 14m².
- (b) Standard rooms having dimensional areas not less than 11.2m².
- (c) A kitchen.
- (d) Water-closet flush toilet.
- (e) Bath or shower room.
- (f) Electricity supply from the National Grid.
- (g) Water supply from the mains or other good source.
- (h) Terrazo flooring in the Living/Dining and kitchen.
- (i) P.V.C. Tile flooring in the bedroom.

Where the flat has attached to it a boys' quarter in Zone A-M a room therein should attract an additional rent and a tenement flat having a garage in high density area should attract additional rent as stated in this order.

Where a flat lacks any of the standard stipulations as listed in (a) – (i) above: the standard rent should be reduced by the tenant as stated in this order

STANDARD HOUSE

Definition

A standard dwelling house is a residential building on two floors for occupation by a single family with sitting apartment on the ground floor and the resting apartments (Bedrooms) on the upper floor and should have the following amenities—

- (a) A living/Dining room.
- (b) Standard rooms whose dimensional area should not be less than 11.2m².
- (c) A Kitchen.
- (d) A Store.
- (e) Water-closet flush toilet on both the ground and first floors.
- (f) Bath/shower-room.
- (g) Water supply from the mains or other good source.
- (h) Electricity supply from the National grid.
- (i) Terrazo flooring in the Living/Dining room, Kitchen, toilet and bathroom and the stair way.
- (j) P.V.C flooring for the bed-rooms.

Where a house lacks or is deficient of any of the facilities listed in (a) – (j) above, the standard rent should be reduced by the amount state in this order.

3. The following areas shall be deemed to be the areas affected by this Order.

ZONING

ZONE "A"

Lagos Island including Olowogbowo, Isale-Eko, Epetedo, Sangross, Obalende, Onikan, Araromi Faji Area, Oke-Suna, Anikantamo, Lafiaji, Oke-Popo Area, Agarawu Area, Oko-Awo, Tinubu, Brazillian Quarters, Obadina, Ita-Eleiya Area, Apongbon, Idumota, Ereko, Otto, Iddo, Surulere, Ebute-Metta West, Apapa, Festac (Medium Density).

ZONE "B"

Lawanson, Tejuosho, Ojuelegba, Mabo Area Yaba, Sabo, Onike, Iwaya, Akoka, Igbobi, Jibowu, Fadeyi, Onipanu, Palm-grove, old Ilupeju, Obanikoro, Aguda, Surulere, Apukun, Papa Ajao, Oyadiran Estate, Festac (High Density) Ikate, Obale-Odan, Obele-Oniwahala, Games Village, Opebi LSDPC Housing Estate, Satellite Town,

Agidingbi new Development, Onigbagbo Village, Ojodu Pilot Estate, Gowon Estate.
ZONE "C"

Ikeja Division Excluding places listed in other Zones but including Oregon, Ojota, Ketu, Oworonsoki, Ijeshatedo, Kirikiri, Bariga, Somolu, Oshodi, Isolo, Egbe, Ikotun, Akowonjo, Egbeda, Idimu, Iyana Ipaja, Agege, Orile-Agege, Iju, Ifako, Ijaiye, Moshalasi, (Agege) Otunbu, Pero, Asade, Mushin, Panade, Mangoro, Onipetesi, Dopemu, Cement, Sango, Oko-Oba, Matori, Challenge, Cappa, Olorunsogo, Idi-Oro, Idi-Araba, Pako-Eleja, Ilasamaja. Agidingbi Village, Papa Ashafa, Oke-Koto, Aguda-Tuntun, Ojodu Akiode, Isheri, Alakuko, Agbado, Ladilak, Abule-Okuta, Ifako-Gbagada, Ogudu Village, Alapere, Kollington, Onigbongbo, Adekunle Village, Ogba, Ikate, Osapa, Shagari Estate, Magodo Village, Shangisha Village, Itire, Iba Low Cost Housing Estate, Agaranje new Developments, Ijegun new Developments, Abule Nla, Abule Ijsha, Abule-Oja, Itire, Bolade, Ajisegiri, Ladipo, Sogunle, Alasia, Okota, Ishaga, Mafoluku, Ewu, Ewu-tuntun, Coker Village, Iponri Low Housing Estate, Amuwo Odofin Low Cost Housing Estate, Ojokoro/Ijaiye Low Cost Housing Estate, Ogba Phase 1, Omole Village.

ZONE "D"

Ilaje Village, Ajegunle, Badiya, Ijora-Olaleye Village, Amukoko, Ilasan, Ikota, Ajah, Addo, Orile-Iganmu, Oke-Odo, Iba, Ijanikin, Ikare, Mile 2, Irede, Imore, Ibeshe, Ibaso, Ijegun-Egba, Onireke Village, Ojo-Alaba, Maza-maza, Ilaashe, Ojo, Okokomaiko, Ajangbadi, Mebam, Ishasi, Ojo-Igbede, Otto-Ijanikin, Amuwo, Agboju, Oluti, Shasha, Aboru, Bolorunpelu, Baruwa, Abule Egba, Ekor, Meiran, Egan, Igando, Abaranje, Ijegun Village, Ipaja, Abule-Oki, Surulere (Tuntun), Isheri_Olofin, Ayobo, Makoko, Old-Alaba, Ejigbo, Iponri, Abesan Low Cost Housing Estate, Sangotedo, Ikota Resettlement Scheme, Owode, Thomas Laniyan Estate, Ajegunle Via Owode-Onirin, Badore, Okun-Ajah, Abesan.

ZONE "E"

Ikorodu, Ipakodo, Odo-Giyan, Owutu and Igbogbo.

ZONE "F"

Ikorodu Division excluding Districts listed in zone "E" but including Majidun, Abule-Okuta, Ijede, Isiu, Ewu-Elepe, Imota, Egbin and Agbowa, Agbowa-Ikosi and Oruba in Epe Division.

ZONE "G"

Epe Township.

ZONE "H"

Other Towns and Villages in Epe Division including Lekki and other Towns and Villages in Ibeju-lekki Local Government Area.

ZONE "K"

Badagry Township, Ajara, Topo.

ZONE "M"

Other Towns and Villages in Badagry Division up to some (Nigeria Border).

ZONE "N"

Mende, Anthony Village, Idi-Iroko Village, New Ilupeju, Ogba Phase II, Omole Scheme, Magodo Scheme, Gbagada Phase I & II, Bamisile/Opebi Scheme, Wemabod Estate, Alaka Estate, Alaka Extension, Amuwo Odofin Scheme, Medina Estate, Atunrase Estate, Shonibare Estate, Festac (Medium Density) Danyu Estate, LSDPC Estate on Cater Street Ebute-Metta, Adekunle Village (New Development).

ADDITIONAL INFORMATION ON STANDARD RENTS

(a) Where a District is not listed; the zone in which the nearest district is located will apply;

(b) Where and hereditament is built of wooden plank, bamboo or zinc an amount equivalent to 30% of the standard rent prescribed for Category "C" of the tenement

shall be discounted for;

(c) Where an hereditament in multiple occupation (i.e. T1 & T2) lacks any amenity listed in the category in which the hereditament belongs an amount equivalent to 5% of that hereditament shall be discounted for the amenity lacked;

(d) Where a flat or self contained bungalow lacks any of the standard amenities specified for a flat or the bungalow an amount equivalent to 5% of the standard rent shall be discounted for the amenity lacked.

(e) Where a flat or self contained bungalow has more than three (3) bedrooms, each additional bedroom shall attract not more than additional 20% of the standard rent prescribed for a 3 bed-room flat or the bungalow in that zone in which the tenement is located;

(f) Where a flat or self contained bungalow in zone A-M has a garage attached to it the flat shall attract an additional 20% of the standard rent;

(g) Where a flat has attached to it a boys' quarter in Zone A-M a room therein shall attract an additional rent of equivalent amount for a room in the zone in which the flat is located.

(h) Where a room is more or less than 11.2m² an increase or decrease as the case may be of 60% of the unit rate per square metre of the standard rent shall be allowed for each square metre increase or decrease;

(i) Where a house either detached or semi-detached has more than three bedrooms, each additional bed-room shall attract 10% of the standard rent prescribed for the tenement;

(j) Where a house lacks or is deficient of any of the standard amenities listed, the standard rent of the house shall be discounted for the amenity lacked by 5%.

STANDARD RENT TABLE TYPES AND CATEGORIES OF ACCOMMODATION

ZONE T1A

N T1B

N T1C

N T2A

N T2B

N T2C

N T3

N T4

N T5

N T6

N T7

N T8

N

A 650 585 525 1,35 1,215 1,090 1,750 2,600 3,750 5,250 8,750 10,500

B 480 430 390 960 865 780 1,250 2,800 3,750 4,375 5,800 7,000

C 400 360 325 880 790 710 1,125 1,875 3,000 3,375 4,500 4,875

D 320 290 260 720 650 585 825 1,500 2,250 2,625 3,750 4,125

E 280 250 225 560 505 455 750 1,500 1,875 2,650 3,000 3,350

F 120 110 100 240 215 195 280 320 400 480 600 640

G 160 145 130 320 290 260 360 400 480 560 640 720

H 65 60 55 130 115 105 160 225 265 320 400 440

K 320 290 260 720 650 585 1,000 1,200 1,440 2,000 2,400 2,800

M 95 85 75 190 170 155 280 360 440 560 640 720

N 480 430 390 960 865 780 1,875 3,000 4,500 7,000 8,750 10,500

J.E.W.