

Kaduna State of Nigeria Gazette

Published by Authority

No. 18

KADUNA -14th June, 2018

Vol. 52

Kaduna State Notice No. 17

C O N T E N T

The following is published in the Supplement to this Gazette:-

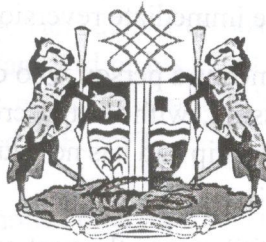
KD.S. Law No. 17 of 2018 - Kaduna State Landlord and Tenant Law, 2018.

Printed and Published by the Government Printer, Kaduna 2730/06/2018/500

Annual Subscription: Nigeria, N5,000.00. Present issue including Supplement N500.00 per copy.
Applications for the purchase of Gazette and other Government Publications should be submitted to the Government Printer, Private Mail Bag 2020, Kaduna. Remittances should be in cash or crossed cheque only and made payable to the Government Printer, Kaduna. Postage Stamps are NOT acceptable.

Law No. 17

2018



Kaduna State of Nigeria

KADUNA STATE LANDLORD AND TENANT LAW, 2018*[15th March, 2018]* Date of Commencement.

BE IT ENACTED by the House of Assembly of Kaduna State as follows: Enactment.

1. This Law may be cited as the Kaduna State Landlord and Tenant Law, 2018. Short Title.

2. This Law shall come into operation on the 15th day of March, 2018. Commencement.

3. In this Law: Interpretation.

“Agent” means any person appointed by a Landlord to let or lease or to collect rents, or a person specially authorised to act in a particular manner in writing;

“Agreement” means a tenancy agreement under this Law as provided for in Form TL8;

“Common Area” means any part of the premises, the use of which is jointly shared by tenant or by a landlord and one or more tenants;

“Court” means the District Court, Customary Court, or such other Court as the Chief Judge of Kaduna State may designate;

“Interested Person” includes any person claiming through the landlord or the tenant or who has an interest in the proceedings;

“Landlord” in relation to any premises means the person entitled to the immediate reversion of the premises;

“Licensee” means a person who comes into occupation by mere permission, without the creation of a landlord and tenant relationship and has no equitable or Legal interest in the premises;

“Mesne Profit” means the rent and profits which a tenant holds over during his occupation of the premises and which he is liable to pay for its use as compensation to the Landlord during the pendency of a suit;

“Premises” means premises used for business, or residential purposes;

“Rent” means any valuable consideration or money paid or agreed to be paid for the use and occupation of a premises;

“Rules” means the District Court rules and Customary Court rules; and

“State” means Kaduna State of Nigeria.

**Application
Provision.**

4. This Law shall apply to all premises within the State.

**Jurisdiction of the
Court.**

5. (1) A Court shall have jurisdiction to determine matters in respect of the tenancy of any premises let before or after the commencement of this Law.

(2) This jurisdiction of a Court shall not be ousted by the mere fact that the tenant asserts that title to the property vests in a party other than the landlord and claims possession or rent arrears or mesne profit.

(3) The parties agreement to resort to Alternative Dispute Resolution (ADR) for amicable dispute resolution shall not be construed as an ouster of the Court’s jurisdiction.

(4) All proceedings shall be brought under this Law at the District Court or the Customary Court irrespective of the fact that

the rental value of the premises exceeds the monetary jurisdiction of the Court.

(5) Subject to the provisions of this Law, a court shall not be bound by the strict rules of practice and procedure in civil matters in the Districts Court or the Customary Court of the State.

6. (1) The Landlord and Tenant may resolve any dispute arising from the tenancy relationship by way of Alternative Dispute Resolution.

Alternative Dispute
Resolution.

(2) The Alternative Dispute Resolution shall be conducted by persons jointly appointed by the Landlord and Tenant and they shall possess knowledge and experience in Tenancy matter, and if any of the Tenant/Landlord or all of them are legal practitioners, they shall not act in their capacity as legal practitioners in the conduct of the proceedings.

(3) A person appointed as a mediator or adjudicator under this Law shall:

- (a) Keep confidential records of all mediation proceedings;
- (b) not be subpoenaed or called to testify or be subject to any process requiring disclosure of confidential information in any proceeding relating to or arising out of a matter in which he mediated;
- (c) not subsequently serve or act in any decision making capacity in a matter about which he received confidential information from one party outside the hearing of the other party or parties, without full disclosure to all the parties and without their consent;

(4) No civil suit shall lie or be maintained against a person in respect of any act or omission done in the course of conducting a mediation under this Law.

(5) Alternative Dispute Resolution (ADR) under this Law shall not be subject to any strict or formal rules of procedure, and accordingly Mediators shall at all times be in control of the proceedings before them.

(6) Alternative Dispute Resolution (ADR) proceedings under this Law shall be determined within a period of fourteen (14) days from the date of commencement.

Tenancy
Agreement.

7. (1) All tenancy agreements shall be in writing and in substantial conformity with Form TL8 of this Law.

(2) No Court shall entertain a matter or proceed to judgment under this Law unless there is proof of compliance with the provisions of subsection (1) of this section.

Rights/obligations
of Tenant.

8. (1) The tenant shall have the following rights and obligations:

- (a) Pay rents as at when due;
- (b) Quiet and peaceful enjoyment of the premises;
- (c) Privacy;
- (d) Pay all utility bills during the subsistence of the tenancy;
- (e) Freedom from unreasonable disturbance;
- (f) Not to assign or sublet the premises;
- (g) Exclusive possession of the premises, subject to the landlord's right of inspection; and
- (h) The use of common areas for reasonable and lawful purpose.

(2) Where a tenant with the prior consent in writing of the landlord, effects major repairs or improvements on the premises and the landlord determines the tenancy, such a tenant shall be entitled to a right of set-off on the rent or any part thereof, or a claim for reimbursement on quitting the premises.

9. The landlord shall have the following rights and obligations: Rights/obligations of Landlord.

- (i) Access into the premises at reasonable hours of the day to carry out inspection and/or repairs;
- (ii) Keeping property insured against loss and damage;
- (iii) Carrying out structural repairs on the property;
- (iv) Fixing and collecting rent which shall be paid in advance not exceeding twelve (12) months;
- (v) Payment of all statutory rates and charges including ground rent;
- (vi) Demand and receive information relating to personal identification, character and occupation from prospective tenants which shall be provided by completing Form TL9;
- (vii) Issue receipts or other written acknowledgement for rents paid by tenants.

10. Where there is a breach or non-observance of any of the conditions or covenants in respect of the premises, the landlord shall upon the service of process in accordance with the relevant provisions of this Law, have the right to institute proceedings for an order to determine the tenancy. Rights to determine Tenancy.

11. (1) Where there is no prior written agreement between parties as to the notice to be given by the landlord to the tenant to determine the tenancy, the following shall apply: Notice.

- (a) A week's notice for a tenant at will;
- (b) One (1) month's notice for a monthly tenant;
- (c) Three (3) months' notice for a quarterly tenant;
- (d) Three (3) months' notice for a half-yearly tenant; and
- (e) Six (6) months' notice for a yearly tenant.

(2) In the case of (b), (c), (d) and (e) above, where the tenant is in arrears of rent for 60 days, the tenancy shall lapse and the court shall make an order for possession and arrears of rent upon proof of the arrears by the landlord.

(3) Notice for tenants under subsection (1) (c), (d) and (e) of this section need not terminate on the anniversary of the tenancy.

(4) In the case of a tenancy for a fixed term, no notice to quit shall be required once the tenancy has been determined by effluxion of time and where the landlord intends to proceed to court to recover possession, he shall serve the tenant a seven (7) days written notice of his intention to apply to recover possession as provided for in Form TL1 in the Schedule to this Law.

(5) The nature of a tenancy shall, in the absence of any evidence to the contrary, be determined by reference to the duration of rental payment.

Notice to Licensee.

12. Where a person is a licensee and upon the expiration or withdrawal of his license, he refuses or neglects to give up possession, he shall be entitled to service of seven days notice of the owner's intention to apply to recover possession as provided for in Form TL1 in the Schedule to this Law.

Locked-up
Premises.

13. A landlord shall in relation to locked-up premises be entitled to apply for an order for possession upon:

(1) Issuance of a seven (7) days notice of the landlord's intention to recover possession as prescribed in Form TL1, which shall be served by pasting the notice on the door, or gate of the premises; and

(2) Depositing to an affidavit stating facts that the;

- (i) tenant has locked up the premises;
- (ii) landlord has served the 7 days notice;
- (iii) tenant is in arrears of rent.

14. (1) As soon as the tenancy in relation to any premises is determined by service of the statutory notices and the tenant neglects or refuses to quit and deliver up possession of the premises or any part of it, the landlord or his agent may proceed to serve on him a seven days notice of landlord's intention to recover possession as provided in Form TL1.

Service of Form
TL1.

(2) Service of notice on a tenant shall be proper service if:

- (a) effected on the person;
- (b) delivered to any adult relation residing at the premises sought to be recovered;
- (c) effected by courier by delivering notice at the premises sought to be recovered; or
- (d) affixed on a conspicuous part of the premises to be recovered pursuant to a court order.

(3) Service of any summons, warrant or other Court process shall be effected in accordance with the District Court Law or the Customary Court Law as the case may be.

15. Where a person claims possession of premises which he alleges is occupied solely by a person in unlawful occupation, the proceedings for recovery of the premises shall be conducted summarily without the need to serve upon the unlawful occupant notice as provided in Form TL1.

Summary
Proceedings.

16. Upon the expiration of the time stated in the notice as provided in Form TL1, if the tenant neglects or refuses to quit and deliver up possession the landlord may file a claim by way of summons as provided in Form TL2 and TL3 for recovery of possession either against the tenant or against such person in occupation in the District or Customary Court Division where the premises is situated.

Application for
Summons.

17. The court shall have power to make an order for possession upon proof of any of the following grounds:

Grounds for Order
of Possession.

- (a) That the tenant is in arrears of rent;
- (b) That the tenant is in breach of a fundamental covenant or term of the tenancy;
- (c) That the premises is required by the landlord for personal use;
- (d) That the premises is being used for immoral or illegal purposes by the tenant;
- (e) That the premises has been abandoned;
- (f) That the premises is unsafe and constitute a danger to human life or property;
- (g) That the tenant or any person residing or lodging with him or being his sub-tenant constitutes by conduct, an act of intolerable nuisance;
- (h) That the tenancy is for a fixed term and has expired by effluxion of time, and
- (i) That seven days notice of Landlord's intention to apply to recover possession has been served on the tenant or occupier.

Conduct of Trial.

18. (1) In any matter under this law, relating to any fact required to be proved at the hearing of any action, evidence shall be by oral examination of witnesses in open court.

(2) All relevant documents or other exhibits shall be admissible in evidence.

(3) Where the tenant does not enter any defense and the landlord can prove:

- (a) that the tenant is still in occupation of the premises;
- (b) arrears of rent;
- (c) the annual rental value of the premises;
- (d) the nature of the tenancy;

- (e) the expiration or other determination of the tenancy within the time and manner stipulated by law;
- (f) the service of the summons or writ if the defendant does not appear;

The court may enter judgment in favour of the claimant as provided in Form TL4 for possession of the premises including such other orders as may appear necessary.

19. (1) Where there is any matter for determination before a court under this Law, and the tenant admits the arrears of rent or a part thereof, the court may order the tenant to pay such arrears of rent while proceeding with the part of rent not admitted. Admission of Claim.

(2) Where the claim is for the use and occupation of the premises, the claimant shall show the rate at which he gave the premises and where it is proved, judgment shall be entered for the amount so proved.

20. (1) In any proceedings under this Law, where a landlord refuses to accept the current rent from a tenant, the tenant may, upon application to the court pay such rent to the court's registry. Refusal to Receive Rent by Landlord.

(2) The landlord in such case shall be entitled to collect the rent from the court, less any penalty as the Court may consider proper to impose.

21. Where mesne profits or a sum for the use and occupation of the premises are claimed, the claimant shall show the rate at which such sum is claimed and where it is proved, judgment shall be entered for the amount so proved. Mesne Profit.

22. Where in a claim for possession against persons in unlawful occupation, the claimant does not know the name of the person in occupation of the premises, the claim shall be brought against "persons unknown" in addition to any other description available. Claims against unlawful Occupation.

Claims against
Trespassers.

23. Where in a claim for possession against trespassers, the claim has been issued against "persons unknown" the claim, particulars of claim, any witness statements, exhibits and any other relevant documents shall be deemed served on those persons by pasting copies thereof on any conspicuous part of the premises.

Unreasonable
Increase of Rent.

24. (1) Subject to any agreement to the contrary, an existing tenant may apply using Form TL5 to the court for an order declaring that the increase in rent payable under a tenancy agreement is unreasonable.

(2) In determining whether an increase in the rent is unreasonable, the court shall issue hearing notice to the Landlord and shall consider the application on the following grounds:

(a) The general rate of rents in the locality or similar locality for comparative analysis;

(b) Evidence of witnesses of the parties; and

(c) Any special circumstances relating to the premises in question or any other relevant matter.

(3) If satisfied that the increase in the rent is unreasonable, the court may order as prescribed in Form TL7 that the increase in the rent be reduced to a specified amount.

(4) Notwithstanding the provisions of any Law, it shall be unlawful for a landlord to eject a tenant from any premises pending the determination of the action.

Default Judgment.

25. Any judgment by default under this Law shall be final and remain valid and may only be set aside upon application to the court on grounds of fraud or non-service.

Warrant for
Possession.

26. Where a landlord is entitled to possession of any premises, the court shall issue a warrant for possession in his favour.

Forceful Entry upon
Warrant.

27. Any warrant to give possession of the premises to the person named in the warrant or to whom it may be directed, shall justify entry by him with such assistance from the Police;

PROVIDED that, no execution shall be made on a Sunday or public holiday.

28. At the expiration of the time ordered by the court, if an Order of possession of the court is not obeyed, the court shall at the instance of the landlord cause the tenant to be ejected forthwith and the cost shall be borne by the tenant.

Disobedience
and Ejection.

29. Subject to the provisions of this Law;

Offence and
Penalties.

(a) 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 court; or

(b) Any person who in respect of any premises:

(i) forcibly ejects, or attempts to forcibly eject a tenant;

(ii) threatens or molests a tenant by action or words, with a view to ejecting such tenant; or

(iii) willfully damages any premises,

Commits an offence and shall be liable on conviction to a fine not less than Fifty Thousand Naira (N50,000.00) or a term of imprisonment not less than Six (6) months or both.

30. Any person who:

(a) resists, molests, assaults, or in any way obstructs any officer of the court or any other person from carrying out an order of the court to serve any process or executive a warrant for possession commits an offence and shall be liable on conviction to a fine not less than N25,000.00 or a term of imprisonment not less than three (3) months or both.

(b) has been put out of possession, by virtue of a warrant for possession, and unlawfully retakes

possession of the premises commits an offence and shall be liable on conviction to a fine not less than Fifty Thousand Naira (₦50,000.00) or a term of imprisonment not less than Six (6) months or both.

31. (a) Any landlord who obtains an order for possession of any premises under this Law by intentionally providing false information shall be guilty of an offence and liable on conviction to a fine not less than ₦50,000.00 or a term of imprisonment not less than Six (6) months or both.

(b) Any tenant who deprives the landlord of any premises under this Law by intentionally providing false information commits an offence and shall be liable on conviction to a fine not less than ₦50,000.00 or a term of imprisonment not less than Six (6) months or both.

(c) Without prejudice to any criminal proceeding, where:

(i) any landlord has obtained an order of possession of premises under this Law and upon an application made by summons by the tenant, the court is satisfied that such Order was obtained by intentionally providing false information; the court may order the landlord to pay reasonable compensation to such tenant; or

(ii) the tenant had deprived the landlord of possession of the premises under this law and upon an application made by summons by the Landlord, the court is satisfied that the Landlord was so deprived by the tenant intentionally providing false information, the court shall order the tenant to pay reasonable compensation to such Landlord.

32. The Court shall have jurisdiction to try criminal offences under this Law.

33. Appeals shall lie from the decisions of the Court to the High Court. Appeals.

34. The Chief Judge may make Regulations for the procedure relating to the conduct of proceedings of the court. Powers of the Chief Judge to make Rules.

35. All Rent Tribunals in the State shall, within three months from the date of commencements of this Law: Transitional Provisions.

(a) conclude all part-heard matters pending before them or thereafter submits the relevant files to the Chief Registrar of the High Court for re-assignment;

(b) forward a comprehensive list of all the Staff to the Head of the Civil Service for redeployment.

36. The Rent Control and Recovery of Premises Law, Cap. 132, Rent Restriction Law, Cap. 133 and the Recovery of Premises Law, Cap. 128, Laws of Kaduna State, 1991 are hereby repealed. Repeal.

FORM TL1

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

To:

Sir,

I
(owner or agent to the owner, as the case may be) do give you notice, that
unless peaceable possession of the premises (shortly describe), situate at
..... which were held 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
he 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 days from the service of this notice, I

..... shall on the day of
apply to the Court (being the district, division or place in
which the premises is situated) for a summons to eject any person from the
premises.

Dated this day of 20.....

Signed

.....
Owner or Agent

FORM TL2**SUMMONS FOR RECOVERY OF POSSESSION OF PREMISES**

Claim fees for claimant's legal practitioner's cost (Appropriate General Title—TLI) You are summoned to appear before the..... Court of Kaduna State at the Judicial Division/..... District on the.....day of..... 20.....at the hour of in thenoon to answer the claimant's claim to recover possession of situate at within the jurisdiction of this court on the ground stated on the particulars of the annexed claim, and also to recover the sum of N..... k mentioned in the said particulars.

Total amount of claim and cost

If you dispute the claim or have a counter claim you should within days after the service of this summons on you, inclusive of the day of service, send to the Registrar, a defence or counterclaim for which the form below may be used. If you dispute only part of the money claimed, you may pay the amount admitted to the Court Registry.

If you admit the whole or part of the claim and desire time for the payment or giving of possession, you should within the saiddays send to the Registrar an admission for which the form below may be used.

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

To the Defendant

Dated this day of 20.....

Signed:

Officer Issuing Summons

I dispute the claimant's claim because (state facts relied on in support of defence) or I admit the claimant's title and his right to immediate possession and offer to give up possession on the day of 20.....

I admit the claim for or (I admit N part of the claim) and I ask for leave to pay the same, with costs on that amount, on the.....day of.....20..... because

I have a counterclaim against the claimant for N

To be signed here.

Defendant

Address to which notice is to be sent

.....

.....

FORM TL3

**CLAIM AGAINST TENANT OR PERSON REFUSING TO
DELIVER UP POSSESSION**

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

The claimant claims possession and N for arrears of rent and N for mesne profits;

Or, the claimant 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 theday of 20..... until possession is given up;

Or, the claimant claims possession and N for arrears of rent and mesne profits from theday of 20..... until possession is given up.

Signed

FORM TL4**JUDGMENT FOR CLAIMANT IN ACTION FOR
RECOVERY OF PREMISES**

Judgment in favour of the claimant could include all or any of the following:

<1i1> That the claimant recovers 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);

<1i1> That the claimant recovers against the defendant the sum of 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;

<1i1> That the defendant give the claimant possession of the said premises on the day of 20;

<1i1> That the defendant pays to the Registrar of this Court the total sum stated above, on or before the day of 20.....; or

<1i1> That the defendant pays to the Registrar of this Court the sum of N

k being arrears of rent and for mesne profits up to date hereof on or before theday of..... 20and that the defendant further pays to the Registrar of this Court mesne profits at the rate of N k

..... per from the date hereof to the date on which possession of the premises is delivered up within fourteen (14) (or as may be) days of the date of delivery of the same premises.

TAKE NOTICE—That if possession is not given and payment is not made as ordered above, a warrant or warrants may be issued requiring an officer of the Court to give possession of the said house, flat or room, to the claimant, and to levy the sum of N..... k..... mentioned above, together with further costs.

FORM TL5
APPLICATION FOR ORDER AGAINST UNREASONABLE
INCREASE OF RENT

Application is made to declare unreasonable, increase in rent payable in respect of the premises situated at.....

.....
(here specify the address)

.....
whereof:

I, of
(name of tenant)

.....
(address of tenant)

am the tenant.

and
(name of landlord)

of.....
(address of landlord)

is the landlord.

I, being the tenant/applicant state—

(a) Total accommodation in premises

(b) Accommodation occupied or used by the tenant
(specify whether furnished or not)

(c) The rent presently payable to the landlord being per month/year.

(d) The increased rent demanded by the landlord being per month/year. (e) Rent payable for comparable premises in the locality or similar locality being per month/year.

(f) Any peculiar circumstance relating to the premises or any other relevant matter

.....
Dated at this day of..... 20.....

Signature.....

Tenant

FORM TL6

NOTICE OF HEARING

In the matter of an application to declare unreasonable increase in rent of

.....
(here describe the premises)

Whereof
is the tenant

and..... the landlord

To.....
(name and address of Landlord)

TAKE NOTICE that an application to declare unreasonable, the rent in respect
of.....

(description of premises)

has been made to the DISTRICT COURT/
CUSTOMARY COURT OF KADUNA STATE sitting at
Judicial Division/..... District

(insert sufficient address of Court)

*which shall hear the application 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 Court, the
case may be heard and determined in your absence accordingly.

Dated at this day of 20.....

Signature

Registrar

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

FORM TL7

ORDER AGAINST UNREASONABLE INCREASE OF RENT

In the matter of an application to declare unreasonable increase in rent of

.....
(here describe the premises)

Whereof

..... is the
 tenant and is the landlord.
(or as the case may be)

Delivered this day of 20

Upon reading the application of
(name of applicant)

And upon hearing the parties (or as the case may be) and after considering the evidence then before it, this Court orders as follows:-

- That the rent of the accommodation presently payable at is confirmed as a reasonable/an unreasonable increase in rent.
- That the rent for the premises is reduced to
(here set out the amount)

.....
(insert date)

- That the rent of the accommodation in respect of

.....
(here set out the premises affected and in what way the rent has not been/been reduced according to the facts)

- That the application be dismissed.

Signature:

Judge

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

FORM TL 8

TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made this.....day of..... 20.....
BETWEEN of.....(hereinafter
referred to as “the Landlord”) of the one part **AND**..... of
..... (hereinafter referred to as “the Tenant”) of the other part.

WHEREAS the Landlord is the bonafide owner, or the lawful or authorized
representative, of the owner, of.....(*describe premises*)
lying and situate at No.....(*state address of premises*)
(hereinafter referred to as “the Premises”) is desirous of letting same out;

AND WHEREAS the Tenant is desirous of renting the premises and creating a
Tenancy Relationship with the Landlord and the Landlord has agreed to let the
premises to the tenant upon the terms and conditions set forth hereunder:

- (1) That the rent for the premises shall be N..... only every.....
months, effective from, 20..... to, 20.....
- (2) That the rent is subject to review provided that no such review shall take
effect during the tenancy period.
- (3) That the Tenant shall not tamper with any physical structures or fittings
without the prior written consent of the landlord, same not to be
unreasonably withheld.
- (4) That the Tenant shall be responsible for and pay all utility bills promptly
and in the event of the tenant having accumulated any outstanding bills, he
shall settle same before vacating the premises.
- (5) That the tenant shall repair any damages or faults in respect of electrical
installations which developed as a result of his acts or omissions.
- (6) That the tenant shall properly use and sanitize the premises and keep the
facilities therein in proper tenantable state and condition.

- (7) That the tenant shall notify the landlord of his desire to vacate the premises *one month* before the expiration of his tenancy and shall ensure that all fittings are in good and tenantable state of repair as obtainable at the beginning of the tenancy.
- (8) That the tenant undertakes not to, by his conduct, constitute a nuisance to other co-tenants or neighbours.
- (9) That the tenant shall always pay his rent in advance and NOT in arrears.
- (10) That the violation of any of the terms and conditions of this agreement shall entitle the landlord determine the tenancy and take over possession of the premises.
- (11) That the tenant shall not hold/host political meetings or gathering in the premises except with the prior written consent and approval of the landlord.
- (12) That, in the case of residential premises, the tenant shall not engage in any form of trading in the premises without the prior written consent of the landlord.
- (13) That the tenant shall not assign, sublet, underlet or part with the possession of the premises or any part thereof without the prior written consent of the landlord.
- (14) That the tenant shall deliver up possession of the premises to the landlord, his Attorney or Agent in a tenantable state at the expiration of the tenancy.
- (15) That the tenancy shall be deemed determined, if the tenant locks up the premises or leaves same unoccupied for a period in excess of three months without notice to the landlord.
- (16) That the rearing of animals and pets in the premises is not allowed, except with the prior written permission of the landlord.
- (17) That the tenancy relationship may be terminated by the landlord serving on the tenant the statutory notices permitted by this Law.

- (18) That the tenant observing and performing all his obligations under this agreement shall be entitled to quietly enjoy the use and occupation of the premises without interruptions by the landlord.
- (19) That the landlord shall pay the statutory rates and charges including ground rents on the premises.
- (20) That the landlord shall carry out all structural repairs and keep the premises structurally sound.
- (21) That the landlord shall issue receipts or other written acknowledgement for rents or mesne profits received in connection with the tenancy.

Signed by the within-named Landlord

.....

In the Presence of:

Name.....

Address.....

Signature/Date.....

Signed by the within-named Tenant

.....

In the Presence of:

Name.....

Address.....

Signature/Date.....

FORM TL 9
TENANTS' PERSONAL IDENTIFICATION AND UNDERTAKING

Full Name:

Date of Birth:

State of Origin:

Local Government Area:

Occupation:

Business/Office address:

Means of Identification (National ID Card, Drivers License, National Passport,
Voters card) Identification Number:

Present Residential Address (Premises Rented):

Name of Landlord:

Last Residential Address:

Name of last Landlord:

Reason for change of residence:

GSM:

Next-of-kin:

Address of Next-of-kin:

Have you ever been prosecuted for any criminal offence?..... If yes
give details

I, hereby affirm that the
information above stated is true to the best of my knowledge and that I undertake
to abide by the terms of this tenancy. I acknowledge that I could be ejected from
the premises and be subjected to criminal prosecution if all or any of the
information provided by me is found to be false.

.....
Signature.....
Date

GUARANTOR:

I, of
hereby affirm that I have known the said for a
period of as a
(state relationship) and I attest that the information provided by him
above is true to the best of my knowledge and information. I know
..... to be of good character and trustworthy and I
therefore vouchsafe for him and undertake to be held liable for any act or
omission committed by him in relation to this tenancy agreement.

.....

Signature

.....

Date

DATED AT KADUNA this 15th day of March, 2018.

MALAM NASIR AHMAD EL-RUFA'I OFR
Governor, Kaduna State.

EXPLANATORY NOTE

(This note does not form part of this Law and has no legal effect)

The purpose of this law is to regulate rights and obligations under tenancy agreements between landlords and tenants including the procedure for rent control, recovery of premises and for connected purposes.

This printed impression has been carefully compared with the Bill which has passed the Kaduna State House of Assembly and found to be true and correctly printed copy of the said Bill.

HON. AMINU ABDULLAHI SHAGALI **BELLO ZUBAIRU IDRIS Esq.**
(Speaker) (Clerk to the Legislature)