

**RENT CONTROL AND RECOVERY OF RESIDENTIAL
PREMISES EDICT, 1977**

BENDEL STATE OF NIGERIA

EDICT No.4 of 1977

Date of Commencement: 1st March, 1977

The Military Governor of Bendel State of Nigeria hereby issues this Edict as follows:

1. This Edict may be cited as the Rent Control and Recovery of Residential Premises Edict, 1977. Short Title.

2. In this Edict, unless the context otherwise requires - Interpretation.
 - “accommodation” includes any building or premises used as residences whether or not approved by the building approving authorities in the State and regardless of user;
 - “agent” means any person usually employed by the landlord in the letting of a premises or in the collection of the rents thereof or specially authorised to act in a particular manner by writing under the hand of the landlord in relation to a premises;
 - “court” includes the High Court, magistrates’ courts and customary courts of the State;
 - “functions” includes powers and duties;
 - “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 include
 - ó (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 or profits, as the case may be, 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;
 - “Military Governor” means the Military Governor of Bendel State of Nigeria;
 - “premises” includes a house or building or any part thereof together with its gardens or other appurtenances;

“prescribed” means prescribed by this Edict or regulations and orders made thereunder;
 “rent” includes any money or money’s worth whether in the form of crops, labour or otherwise paid or given as the case may be, in consideration of which a landlord has let a premises to a tenant;

“the rules” means the rules for the time being in force relating to the practice and procedure of a court in exercise of its civil jurisdiction, made under the law by which such court is established or any law amending the same;

“standard rent” means in relation to any accommodation any rent fixed by order under section 6 of this Edict;

“State” means Bendel 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 a premises under a bona fide claim of right as the owner of the premises;

“tribunal” means a Rent Tribunal established under section 4 of this Edict.

Application
of Edict.

3. (1) This Edict shall apply to all residential accommodation throughout the State.

(2) The Military Governor may from time to time by order classify the types and categories of residential accommodation, zone the areas of the State and fix the standard and maximum rents for such accommodation for the purposes of this Edict.

(3) The Military Governor may from time to time by order exempt the application of this Edict to any particular accommodation or areas.

(4) Any order made under sub-section (2) of this section may be made to have effect from any date (not however being a date earlier than the date of commencement of this Edict) whether before or after the date of the making thereof, according to as the Military Governor may deem necessary or expedient.

Rent tri-
bunals.

4. (1) There shall be established tribunals to be called Rent Tribunals (hereafter in this Edict referred to as “the tribunals”) each of which shall be constituted as follows:

(a) a chairman being a person who has been in practice as a legal practitioner in Nigeria for not less than five years; and

(b) two other persons of probity; to be appointed by the Military Governor.

(2) A member of a tribunal shall hold office until such a time as the Military 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 Military Governor.

(3) Whenever the chairman or any other member of a tribunal is unfit or unable to discharge his functions the Military Governor may appoint any other person as he may deem fit to act in his place.

(4) The chairman and any one other member of a tribunal shall constitute a quorum.

(5) No proceedings of a tribunal shall be rendered invalid by reason of any defect in the appointment of the chairman or any member.

(6) The tribunal may, on the application of any person who in the opinion of the tribunal has an interest in the matter, or of its own motion, sit with one or more assessors in any case where the tribunal is satisfied that it is necessary for the determination of any issue before it.

(7) Assessors appointed under subsection (6) of this section shall be paid allowances at such rates as the Military Governor may approve.

(8) The remuneration and allowances of the chairmen and members of a tribunal shall be as may be determined by the Military Governor from time to time.

5. (1) As from the commencement of this Edict it shall be unlawful for a landlord to accept an agreed rent in respect of any accommodation to which this Edict applies which is in excess of the standard prescribed for the type of accommodation.

Agreement.

(2) Where the agreed rent is higher than the standard rent prescribed for the type of accommodation under this Edict, the tenant shall pay, as from the commencement of this Edict, the standard rent.

(3) Where the agreed rent is lower than standard rent prescribed for the type of accommodation under this Edict, the tenant shall continue to pay, as from the commencement of this Edict, the agreed rent save that after the expiration of six months of the commencement of this Edict, the landlord may make an application to the tribunal for an order to vary the agreed rent.

6. (1) A tribunal shall have jurisdiction, on application made to it by a landlord, or a tenant or any interested person to determine in respect of any accommodation let before, on or after the commencement of this Edict the standard rent payable in respect of such accommodation within the limit of the rent prescribed in the order made under section 3 of this Edict.

Standard rent.

(2) Every order of a tribunal fixing the standard rent of any accommodation shall be signed by the chairman and be issued under the seal of such tribunal.

(3) The standard rent fixed by the tribunal shall supersede the agreed rent as between the landlord and the tenant and any order made by the tribunal shall bind all persons including the landlord, tenant or mortgagee of the building in which the accommodation is situated.

(4) As from the commencement of this Edict, it shall be unlawful for anyone in consideration of the grant, continuance, surrender or giving up of a tenancy of any accommodation to require or receive the payment of any loan or premium in respect of the same, and any such payment made in respect of any accommodation to a landlord by a tenant shall be recoverable by the tenant, and may, without prejudice to any other method of recovery, be deducted from any rent payable by him to the landlord, at any time.

(5) For the avoidance of doubt, the provisions of this Edict shall not render unlawful or invalid any agreement whereby a bona fide contractor invests in the development of any property to which this Edict applies, and in consideration of such investment, takes a lease of the property for any period of time at a rent lower than the standard rent.

(6) It shall be unlawful for the agreed or standard or maximum rent of any accommodation to which this Edict applies to be demanded or received in excess of three months for individual tenants and twelve months for commercial or institutional tenants.

(7) Where before the commencement of this Edict an agreed rent has been paid to a landlord in advance and in excess of that provided in sub-section (6) above, such rent shall not be recoverable by a tenant.

General
jurisdiction.

7. (1) Proceedings under this Edict may be brought before any tribunal established under section 4 of this Edict.

(2) The jurisdiction of a tribunal shall not be ousted by the defendant or respondent *bona fide* setting up the title of a third person.

(3) Subject to the provisions of this Edict, a tribunal shall be bound by the practice and procedure in civil matters in the magistrates' courts.

(4) Where a tenant has defaulted in paying:

(a) his rent before the coming into force of this Edict, or

(b) the agreed rent as at the commencement of this Edict, and there is an application for the determination of the standard rent before the tribunal, the tribunal may order the tenant to pay such arrears of rent before the determination of the application.

Transfer of
liability; effect
on rent.

8. (1) Any transfer to a tenant of any burden or liability previously borne by the landlord shall, for the purposes of this Edict, be treated as an alteration of rent and where, as a result of such transfer the terms on which any premises are held are on the whole less favourable to the tenant than the previous terms, the rent shall be deemed to be increased whether or not the sum periodically payable by way of rent is increased.

(2) Any increase of rent in respect of any transfer to a landlord of any burden or liability previously borne by the tenant where, as a result of such transfer, the terms on which any premises are held are on the whole not less favourable to the tenant than the previous terms, shall be deemed not to be an increase of rent for the purposes of this Edict.

Distress for
rent
Cap. 116

9. (1) A landlord shall not exercise the power of distress for rent except in execution of the judgment of a court and in accordance with the sheriffs and Civil Process Law, but the tribunal, on being satisfied that a tenant has defaulted in paying.

(a) the standard rent fixed by the tribunal or

(b) an agreed rent which is lower than the standard rent, may order that the tenant's property be distrained until such payment is made.

Cap 116.

(2) Sections 18, 19 20, 21 and 26 of the Sheriffs and Civil Process Law shall apply in relation to distress made under this section as they do in relation to attachment in execution under process of a court.

10. (1) The proceedings of a tribunal shall be held in public unless on any occasion the tribunal considers it to be in the interests of justice for the same to be held in private, and accordingly to exclude any person therefrom

Proceedings to be in public, etc.

(2) Proceedings of a tribunal shall be deemed to be judicial proceedings and the members to be judicial officers.

(3) A tribunal shall, in the course of its proceedings, have power to examine witnesses on oath, and to summon any person to give evidence or to produce any document which the tribunal may consider relevant including any document of title.

11. (1) No member or officer of a tribunal shall be liable to be prosecuted or sued in any court for any act done or ordered to be done by him in good faith in the discharge of his functions under this Edict.

Protection of members of tribunal, etc.

(2) No person duly authorised to carry out the orders of a tribunal shall be liable to be prosecuted or sued in any court for so doing.

12. 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 by himself or by a legal practitioner, and in respect of any such matter the Military 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.

Representation of parties.

13. Where a landlord at any time lets any premises and his tenant not being expressly prohibited in writing 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 Edict to be tenants of the landlord.

Sub-tenants deemed to be tenants of landlords.

14. Any agreement relating to the tenancy of any accommodation to which this Edict applies shall be void in so far as it purports to preclude the tenant from making any application or otherwise exercising any rights conferred upon him under or by virtue of this Edict or provides for the termination or the surrender of the tenancy of the accommodation in the event of his making such an application or exercising such a right or for the imposition of any penalty or disability on the tenant in that event.

Restriction on contracting out.

15. Every court established by the laws of the State whether of civil or criminal jurisdiction shall, so far as is necessary, and subject to sub-section (1) of section 7 of this Edict, conform to the provisions of this Edict and shall not recognise or enforce any measures, transactions or other arrangements which in its opinion are intended for, or calculated to result in, the evasion or default of any of the provisions or purposes of this Edict, in all or any proceedings, actions, suits or cases between landlords and tenants or between any of them and other persons and in all applications, suits, actions, cases and matters in which the rights, remedies, duties or titles of any of these afore-mentioned are in question.

Courts to conform to provisions of Edict.

16. (1) Where an application has been made to a tribunal by a tenant in respect of accommodation to which this Edict 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.

Security of tenancy.

(2) Notwithstanding the provisions of any law or enactment, a tribunal may declare as invalid and of no effect a notice to quit served on a tenant if it is satisfied that such a 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 before any court of law.

Tenant refusing neglecting to give up possession.

17. When and so soon as the term or interest of the tenant of any premises, held by him at will or for any term either with or without being liable to the payment of any rent, shall have ended or shall have been duly determined by a written notice to quit as in Form B, C, or D, whichever is applicable to the case, or otherwise duly determined and such tenant, or if such tenant does not actually occupy the premises or only occupies a part thereof, any person by whom the same or any part thereof shall then be actually occupied, shall neglect or refuse to quit and deliver up possession of the premises or his agent may cause the person so neglecting or refusing to quit and deliver up possession to be served, in the manner hereinafter mentioned, 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.

Length of notice.

18. 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 monthly tenancy, a month's notice;
- (b) in the case of a quarterly tenancy, a quarters notice; and
- (d) 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 Edict the tenancy shall determine and the tribunal shall on the application of the landlord make an order for possession and arrears of rent.

Giving of notice and expiry thereof.

19. Notice referred to in section 18 may be given at any time prior to the date of termination of current terms 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 section 18: provided that where rents are payable in advance in the case of monthly and quarterly tenancies it shall not be lawful for a landlord to give notice to quit or recover possession during the first six months of the tenancy except on the order of the tribunal or with the consent of the tenant.

Institution of proceedings.

20. (1) Upon the expiration of the time stated in any such notice of the landlord's intention to recover possession, if such tenant or any person holding or claiming by, through or under him, 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 E, at his option either against such tenant or against such person so neglecting or refusing 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 is 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 a claim for 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.

21. When any summons for the recovery of any premises as is hereinbefore specified shall be served on or come to the knowledge of any sub-tenant of the plaintiff's immediate tenant, such sub-tenant being an occupier of the whole or of a part of the premises sought to be recovered, he shall forthwith give notice thereof to his immediate landlord, failure to give such notice rendering him liable to forfeit such sum as the tribunal may consider just but not exceeding three years' rent of the premises held by such sub-tenant to such landlord by action in the tribunal from which such summons shall have issued, and such landlord, on the receipt of such notice, if not originally a defendant, may be added or substituted as a defendant to defend possession of the premises in question.

Sub-tenant served with summons to recover possession must give notice to his immediate landlord.

22. The landlord may, either together with his writ or plaint for the recovery of the 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 profit, or both, accruing in respect of such premises from the determination of the tenancy to the day appointed for the hearing, or to any preceding day named in the writ or plaint.

Landlord may claim mesne profits.

23. The amount claimed under any writ or plaint for arrears of rent and mesne profit shall be treated as one claim.

Claims for arrears of rent and mesne profits.

24. Where a tenant with the previous consent in writing of the landlord executed on his accommodation any improvements he shall be entitled, at the termination of the tenancy, on quitting his accommodation to receive compensation from his landlord in respect of any such improvement.

Improvement of accommodation by tenants.

25. (1) If the defendant shall not at the time named in the summons or any adjournment thereof, show good cause to the contrary, then on proof.

Hearing of summons.

- (a) of the defendant still neglecting or refusing to deliver up the premises;
- (b) of the yearly rent of the premises;
- (c) of the holding;
- (d) of the expiration or other determination of the tenancy within the time and manner thereof;
- (e) of the title of the landlord, if such title has accrued since the letting of the premises; and

(f) of 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 in the plaint be given by the defendant to the plaintiff 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.

Warrant of possession may issue at any time.

26. Where a landlord is entitled to possession of any premises, the tribunal may issue a warrant of possession:

Provided that every counterclaim connected with or arising from the writ or plaint shall have been determined or satisfied.

Limitation of orders and judgments.

27. (1) No order or judgment for the recovery of possession of any premises to which this Edict applies or for the ejection of a tenant therefrom shall be made or given unless the tribunal considers it reasonable to make such order or give such a judgment, and unless either ó

Second Schedule.

(a) the tribunal has power so to do under the provisions set out in the Second Schedule to this Edict; or

(b) the tribunal is satisfied that suitable alternative accommodation is available for the tenant.

(2) Accommodation shall be deemed to be suitable if it is in the opinion of the tribunal, reasonably suitable to the needs of the tenant and his family as regards proximity to place of work, to the means of the tenant and to the needs of the tenant and his family as to extent and character.

Enforcement of order of Court.

28. If the order of the tribunal given under section 26 be 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 to the effect 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.

Form and purpose of warrant of possession.

29. A warrant of possession shall entitle the plaintiff to be put in possession of the premises to which the warrant relates and shall be as in Form N and the certificate of execution thereof shall be as in Form O.

Warrant of possession to be in force for three months.

30. 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 for the delivery of possession of the premises in question and shall continue in force for three months from such date, and no longer, but any order for delivery of possession made subsequent thereto need not be served.

Warrant of possession justifies entry on premises.

31. A warrant of possession shall entitle the person named therein or to whom it is directed to enter upon the premises with such assistants as may be reasonably necessary, and to take possession accordingly:

Provided that no entry upon such premises shall be made on a Sunday or public holiday or at any time except between the hours of six o'clock in the morning and six o'clock in the evening.

32. Service of any notice under the provisions of this Edict 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' court 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. Service of process.

33.(1) As from the commencement of this Edict all landlords of premises in the areas to which this Edict applies shall issue prescribed Rent Books in addition to receipts to their tenants. Rent Books.

(2) The Rent Book shall be in the custody of the tenant and necessary entries shall be made by the landlord therein when rents are paid by the tenant.

(3) Any Landlord who fails to issue the prescribed Rent Book to his tenant or who fails to make necessary entries in a Rent Book in accordance with sub-section (2) of this section shall be guilty of an offence and shall be liable on summary conviction to a fine of fifty Naira or to imprisonment for one month or to both such fine and imprisonment.

34. (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. Use of Forms.

(2) The forms may be added to, repealed, replaced or varied by rules made as aforesaid in all respects as if the forms had originally been so made under this Edict. Appeals.

35. Either party to any proceedings in relation to any provision of this Edict shall with the leave of the High Court appeal from the decision of the tribunal to the High Court of the State.

36. (1) In a so far as jurisdiction is conferred on the tribunals in respect of the causes or matters mentioned in the foregoing provisions of this Edict, the High Court or Magistrate Courts of the State shall, to the extent that jurisdiction is so conferred on the tribunals, cease to have jurisdiction in relation to such causes or matters. Cesser of jurisdiction.

(2) Nothing in the foregoing provisions shall affect the jurisdiction and all other powers of the High Court or Magistrate Courts of the State to continue to hear and determine causes and matters which are part-heard before such court at the date when jurisdiction is conferred on the tribunals and any proceedings in any such causes and matters, which are part-heard at the expiration of the period of three months beginning with the date when jurisdiction is conferred on the tribunals, shall abate on the expiration of that period.

(3) Pending matters which are not part-heard before the court and all matters before the Rent Tribunals established under the Rent Control Edict, 1970, at the date when jurisdiction is conferred on the tribunals shall be transferred to the tribunals and all matters so transferred shall be deemed to be properly brought before the tribunals.

Savings.

37. Any tribunal or appointment of a member of a tribunal or assessors, set up or made, and any application, proceedings or other thing whatsoever made, commenced or done in pursuance of any provision of the Rent Control Edict, 1970 shall, on the commencement of this Edict be deemed to have been duly set up, made, commenced or done under the provisions of this Edict, subject to such modifications and adaptations as may be required to bring the same in conformity with this Edict.

Edict No.14 of 1970.

Offences and penalties.

38. (1) Subject to the provisions of any law in force, any person who demolishes, alters or modifies a building to which this Edict applies with a view to ejecting a tenant and without the approval of the appropriate tribunal is guilty of an offence and is liable on summary conviction, to a fine of two hundred naira or imprisonment for three months or both.

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

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

(b) harasses or molests a tenant by action or words with a view to ejecting such tenant;
or

(ii) Any person who in respect of any accommodation to which this Edict applies -

(a) harasses or molests a landlord in respect of accommodation let by him by action or words; or

(b) does any act or thing whatsoever calculated to stultify the provisions of this Edict, or fails to comply with the requirements of any order made by a tribunal, shall be guilty of an offence and is liable on summary conviction, to a fine of two hundred naira or imprisonment for three months or both.

(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 of 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 a court.

(4) Any person charged with contempt of a tribunal shall be liable on conviction to a fine of one hundred naira or to imprisonment for three months or both.

(5) Any person who, in respect of any type of accommodation to which this Edict applies, receives a loan or premium from the tenant which, in the opinion of the tribunal, contravenes the provisions of this Edict especially in relation to advance payment of rent shall be guilty of an offence and shall be liable on summary conviction to a fine equal to twice the amount so received as such loan or premium.

(6) Any landlord who demands or receives from a tenant rent in excess of the standard rent or receives or demands rent in advance in excess of ó

(a) in the case of an individual tenant, three months, or

(b) in the case of commercial or institutional tenants, twelve months, shall be guilty of an offence and liable on conviction to a fine of one hundred naira and shall in addition refund to the tenant the amount of the excess of the rent received.

(7) 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 shall be guilty of an offence against this Edict and shall be liable on summary conviction to a fine of two hundred naira or to imprisonment for twelve months or to both such fine and imprisonment.

(8) Any person who has been put out of possession under a warrant of possession, and unlawfully retakes possession of the premises after possession has been given to the landlord shall be guilty of an offence against this Edict and shall be liable on summary conviction, to a fine of two hundred naira or to imprisonment for twelve months or to both such fine and imprisonment.

(9) It shall be unlawful for any landlord to obtain order for possession of any accommodation under this Edict by fraud, misrepresentation or concealment of any material fact.

(10) Where any landlord has obtained an order for possession of any accommodation under this Edict and the tribunal is satisfied upon an application made by summons by such tenant, 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.

(11) Any person who contravenes any provision of this Edict shall be guilty of an offence and shall on summary conviction, where no punishment is specifically provided, be liable to a fine of fifty naira or to imprisonment for one month.

39. This Edict shall apply to lease.

Application to leases.

40. (1) Where the tribunal has found that any landlord has violated any of the provisions of this Edict or any regulations or order made thereunder on two occasions the Military Governor may on the recommendation of the tribunal acquire the interest of the landlord in the premises in relation to which the offences have been committed.

Compulsory acquisition of premises.

(2) Where premises are compulsorily acquired pursuant to sub-section (1) of this section, there shall be paid such compensation as may be determined under the provisions of the Public Lands Acquisition Law.

Cap. 105.

41. (1) The rent Control Edict, 1970 is hereby repealed.

Repeals No.14 of 1970.

(2) The Recovery of Premises Law is hereby repealed to the extent that it relates to accommodation in residential premises.

Cap. 110.

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 or room) and premises, with the appurtenances situate at í ..
í ...
í in the town (or district) of í í í í í í í í í í í í í í í í í
í ..which you held of me as tenant thereof, on
the í .day of í í í í í í í í í í í í í í í í ..next (or at the expiration of
your tenancy which shall expire next after the end of í ..
months from the service of this notice).

DATED the í ..day of í í í í í í í í í í í í í í í ..19í í í í í í í í ..

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

DATED this í .day of í í í í í í í í í í í í í í í ..19í í í í í í í í í í í í

Signed í ..
Agent (or Legal Practitioner) for the above-named A.B.

at the hour of ... in the ... noon, to answer the plaintiff's claim to recover possession of ... situate at ... within the jurisdiction of this Tribunal on the ground stated in the particulars of 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 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 part only of the money claimed you may pay into the district office of the Rent Tribunal the amount admitted ...

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

Claim Fee for plaintiff Legal Practitioner fee	N	K
	Total amount of claim and costs	

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 in giving possession or in paying into the Tribunal, may add to the costs.

To the Defendant ...

DATED this ... day of ... 19...

...
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 ... 19...

I admit the claim for ... or (I admit N ... part thereof)

And ask leave to pay the same, with the costs on that amount, on the ... day off ... 19... or by instalments of Níbecause ... or I have a counter-claim against the plaintiff for Ní ... 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 the 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 district) off ... , lately in the occupation of the plaintiff and do estimate the present value of (here set out and describe sufficiently for identification the things claimed by the plaintiff as improvements) and do report to the Tribunal in writing thereon on or before the ... day of19...

AND IT IS FURTHER ORDER 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 of19...

(Signed) ... Tribunal Chairman

FORM I
REPORT OF APPRAISERS
(Appropriate General Title – Form A)

I (We), E.F. of ... (and G.H., of ...) the appraiser(s) appointed herein, under an order dated the ...day of ... 19... having view the premises mentioned in the order aforesaid do appraise and value the same at the sum of Nías hereinafter detailed, viz:

As witness my (our) hand(s) ...this ...day of19...

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 described the property as out in the particulars).

AND/OR, IT IS (FURTHER) ADJUDGED that the plaintiff recover from the defendant Ní í í .:í í K for rent and mesne profit from the í í í í í í í í í day of í í í í í í í ..19í í í í í í í í í í . up to the period and further mesne profits at the same time of obtaining possession.

AND IT IS ORDERED that the defendant do give the plaintiff possession of the said premises on the í í í í í í í í í í í day of í í í í í í í í í í í í í ..19í í í í í í í í í í í í í í ..

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 í í í í í í í í ..day of í í í í í í í í í í í ..19í í í í í í í í í í .. or by instalments of ₦ K for every í the first instalment to be paid on the í í í í í í í í í ..of í í í í í í í í í í í day of í í í í í í í í í í í 19í í í í í í í í í í (or as may be ordered).

AND/OR, IT IS (FURTHER) ORDERED that the defendant to pay to the registrar of this Tribunal the sum of ₦ í í í í í í í .:í í í í í í í K being arrears of rent and for mesne profits to the date hereof on or before the í í í í í í í í í í í day of í í í í í í í í í í í í í 19í í í í í í í í í í í í .. and that the defendant do further pay to the Registrar of this Tribunal mesne profit a the rate of ₦ í í í .:í í K per í í í í í í í í í í í ..from the date hereof to the date on which possession of the premises is delivered up within fourteen (or as may be) day of the date of delivery of the said premises.

TAKE NOTICE ó 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 ₦ í í í í í í í í í í í í í í í í í í í .K above-mentioned together with further costs.

AND IT IS ORDERED that the defendant to give the plaintiff possession of the said on or before the said
í í í í í í í í í í í í í í í .day of í í í í í í í í í í í í í í í í í í í ..19í í í í í í í
unless the said rent in arrear and costs be paid into the office of the Tribunal before suchí í í í í í í .day
offí í í í í í í í í í í í í í í í í í í .dayí í í í í í í í í í í í í í 19í í í í í í í í ..

TAKE NOTICE ó That if you do not pay the said rent and cost, or give such 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 ₦ í í í í í í í í í í í í í í í í 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 í í í í í í í í í í í
mentioned in the particulars annexed to the summons in this action; that is to say (described 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 ₦ í í í í í í í í í í í í í í í í ..K for costs.

AND IT IS ORDERED that the Plaintiff do pay the sum to the Registrar of this Tribunal on or before the
í í í í í í í í í í í í í í í í ..day of í í í í í í í í í í í í í í í í í í í ..19í í í í í í í í í í í í í í í

WARRANT FOR POSSESSION OF PREMISES

(Appropriate General Title – Form A)

WHEREAS at a Rent Tribunal holden on the í í í í í í í í í í day of í í í í í í ..19í í í í í
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 (described the premises as set out in the particulars), and it was
ordered that the defendant should give the plaintiff possession of the said í í í í í í í í í í í amounting
to ₦ K were paid into í í í í í í í í í ..Rent Tribunals on or before
í í í í í í í í .day of í í í í í í í í í í í í í í í í í ..19í í

(AND IT WAS ADJUDGED that the plaintiff should recover against the defendant the sum of N K for rent and mesne profits and ₦ K for costs, making together the sum of ₦ K and it was ordered that the defendant pay the last mentioned sum to the Registrar of this Tribunal on the í í í í í day of í í í í í 19í í í í í í í í í (or by instalments of ₦ K for every í í í í í í í .)

AND WHEREAS the defendant has not obeyed the said order: These are therefore 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 and sale of the goods and chattels of the defendant (if there are more defendants than one, name the defendant against whose goods the execution is issued) wheresoever they may be found within the district 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 ten Naira) and also by seizing and taking any money, bank notes, cheques, bills 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 Tribunal and to make return of what you have done under this warrant immediately upon the execution thereof.

DATED this í í í í í í í í í ..day of í í í í í í í í í í í 19í í í í í í í í í í

.....
Tribunal Chairman

To (Officer of the Rent Tribunal) (Rent and Mesne Profits)

Costs í ..

Fee for issuing this warrant í
Total amount to be levied with fees for execution of warrant as endorsed hereon.

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

NOTICE ó The goods and chattels are not to be sold 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 EXECUTION OF WARRANT OF POSSESSION

(Appropriate General Title ó Form A)

I hereby certify that by virtue of the warrant of possession issued in this action and numbered í í í í í í í í í í í í í í í í .I did on the í í í í í í í í í í ..day of í í í í í í í .19í í í í í deliver full and peaceable possession to the plaintiff of the premises named therein, that is to say (copy description from warrant), as required by said warrant.

DATED this í í í í í í í í í í í í í í í í day of í í í í í í í í ..19í í í í í í í í í í

Signedí í í í í í í í í í í í í í í .
Person executing the warrant

SCHEDULE II

POSSESSION OR EJECTION WITHOUT PROOF OF ALTERNATIVE ACCOMMODATION

A tribunal shall, for the purposes of section 27 of this Edict have power to make or give an order of ejection for the recovery of possession of any premises to which this Edict applies or for ejection of a tenant therefrom without proof of suitable alternative accommodation (where the tribunal considers it reasonable so to do) if ó

(a) the rent lawfully due by virtue of this Edict is in arrear for one month after it has become due;
or

(b) the tenant has been guilty of the breach of trespass 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; or

(e) the tenant or 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 sub-tenant or lodger; or

(f) the premises are so overcrowded as to be dangerous or injurious to the health of the inmates, and the court is satisfied that the overcrowding could have been abated by the removal of any lodger or sub-tenant (not being a parent or child of the tenant) whom it would, having regard to all the circumstances of the case, including 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; or

(g) the premises are the subject of an abatement or similar notice issued by a public authority and compliance with the terms of such notice is only possible through the ejection of the tenant;

Provided however that the court may impose a condition for return of the tenant when compliance has been made with the terms of such notice; or

(h) the premises require substantial repairs on account of which it is necessary for the tenant to vacate possession:

Provided however that the court may impose a condition for return of the tenant when the repairs are completed; or

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

(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 (i) 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 or judgment than by refusing to grant it.

SCHEDULE III**RETURN OF RENT TRIBUNAL MATTERS DECIDED AND ENDING**

DURING THE QUARTER BEGINNING *í í í í í í í í í í* .AND ENDING *í í í í í í í í í í*
 IN THE RENT TRIBUNAL DISTRICT *í í í í í í í í* .IN *í í í í í í í í í í* DIVISION

Suit No.	NAME OF PARTIES		NATURE OF CLAIM		Date of Filing Action.	Date of Service of Process	Date of 1 st Appearance	Date of Determination	Remarks
	Applicant	Respondent	Fixing of Rent	Possession					

MADE at Benin City this 11th day of February, 1977

COMMODORE HUSAINI ABDULLAHI
Military Governor,
Bendel State of Nigeria

Supplement to Bendel State of Nigeria Extraordinary Gazette No.12, Vol. 14.
14th February, 1977 ó Part B

B.S.L.N. 10 of 1977

**RENT CONTROL AND RECOVERY OF RESIDENTIAL
PREMISES EDICT, 1977**

Rent Control and Recovery of Residential Premises (Tribunal)
Regulations, 1977

Date of Commencement: 1st March, 1977

In exercise of the powers conferred by section 42 of the Rent Control and Recovery of Residential Premises Edict, 1977 and by virtue of all other laws enabling him in that behalf, the Military Governor of Bendel State of Nigeria hereby makes the following Regulations:

1. These Regulations may be cited as the Rent Control and Recovery of Residential Premises (Tribunal) Regulations, 1977.

Short Title.

2. (1) A list of fit and proper persons shall be prepared and kept up to date by the State Ministry of Justice, out of which list the Chairman, members and assessors may from time to time be appointed by the Military Governor.

Panel of members, etc.

(2) Where a tribunal sits with assessors, not more than two assessors selected from the panel shall sit with the tribunal.

(3) The Executive Council of the State may from time to time approve sitting allowances to be paid to members of tribunal (assessors) and when approved such sitting allowances shall be paid out of such vote as the Council aforesaid may direct.

3. Every tribunal shall be such means as the chairmen may direct, give public notice of the place of intended sittings and notices under these regulations shall be delivered or posted as the case may be to the offices of the Rent Tribunal.

Tribunal to give notice of intended sitting.

4. (1) Application to fix standard rent in respect of residential premises to which the provisions of the Edict apply shall be by a written notice as in Form 2 Schedule I to these regulations.

Applications to tribunals to be in writing.

(2) Subject to paragraph (3) below, if the notice is given by a landlord he shall complete the prescribed form as in Form 2 in Schedule I.

Form 2 Schedule I.

(3) Where a landlord is an illiterate or he is subject to any physical disability and thereby unable to write, the particulars prescribed by paragraph (2) above shall be completed by the clerk or other officer working with the tribunal and no fee or payment of any kind shall be exacted or demanded from, or be paid by the landlord for services rendered in completing the form.

(4) If the clerk or other officer working with the tribunal fails or refuses without reasonable excuse to complete an application form as required under paragraph (3) above, or if any fee is paid contrary to paragraph (3) above, and complaint is made by any person, the Chairman shall report the matter to the Attorney- General of Bendel State for such further action as the Attorney óGeneral may deem necessary.

(5) Any written notice as in Form 2 Schedule I may be delivered to the tribunal, or it may be posted to its office. If it is delivered it shall be deemed to have reached the tribunal on the day when it would be delivered in the ordinary course of post.

Notice of sitting Form 3 Schedule I.

5. Subject to the provisions of the Edict and of these regulations, where notice in Form 2 of Schedule I is given to a tribunal, the tribunal shall by notice in Form 3 of the said Schedule inform each party that he may within such time as the tribunal may allow (not being less than seven days from the date of the notice), give notice to the clerk of the tribunal that he desires to be heard or send to the clerk of the tribunal representations in writing if he does not desire to be heard by the tribunal.

Power to postpone etc hearing.

6. A Tribunal may postpone or adjourn the hearing of an application from time to time as the tribunal thinks fit.

Decision of tribunals.

7. A tribunal shall take into consideration the recommendation of the assessors (*if any*) but the tribunal shall for the purpose of its decision, be deemed to have sat without assessors and its decision shall be that of the majority. Every decision shall be in writing signed by the chairman.

Fixing of standard rent.

8. (1) The rent to be fixed as standard rent in respect of any premises to which this Edict applies shall be as provided for in the Schedule to the order made under the Edict.

(2) Where in respect of an accommodation in the low density areas, on application of a landlord the tribunal having considered recurrent costs such as insurance, repairs, management expenses and rate, and the age, character or locality of a dwelling house or its state of repair, and the tribunal on hearing such an application may by order vary the standard rent of such accommodation within the limit of the maximum rent prescribed in the Order made under the Edict.

Form 4 Schedule I.

(3) Any order made by a tribunal shall be as in Form 4 of Schedule I with such modifications as the case may require.

Rent records to be kept by the Office of the Tribunal.

9. (1) The clerk to a tribunal shall forward to the offices of the Tribunal a copy of every order made; and the offices of the Tribunal shall keep records as in Form 5 of Schedule I.

Form 5, Schedule I.

(2) Any interested person may at all reasonable times on payment of the prescribed fee inspect the records kept in the offices of the Tribunal in matters affecting their respective interest.

Rent Books. Form 6. Schedule I.

10. Every landlord of premises in the high density areas to which the Edict applies shall issue to the tenant a prescribed rent book in addition to receipts and such rent books shall contain the particulars in Form 6 of Schedule I and the rent book shall be kept by the tenant

Payment of rent into Rent Office.

11. (1) Any tenant whose landlord refuses to accept any rent tendered by him in respect of any accommodation regulated by the Edict may pay such rent into the offices of the Rent Tribunal at the Bendel State Ministry of Justice on sufficient proof of the landlord's refusal to accept such rent.

(2) The officers charge with responsibility for receiving such payment shall:

(a) receive such rent from the tenant;

(b) issue the official receipt of the Bendel State Government to the tenant; and

(c) on the application of the landlord or on the order of the tribunal, pay to the landlord the rent after deduction of a sum not exceeding ten kobo in a Naira to cover administrative expenses.

(3) The tenant shall as soon as possible deliver the official receipt to the landlord for purposes of affecting the payment under regulation II (2) (c) above.

(4) Without prejudice to the provisions of Regulation II (1) above, where a landlord refuses to accept from a tenant rent in respect of a premises, the tenant may remit the same to the landlord in money or postal order by registered post or pay the same into the landlord's bank account.

12. The fees payable to tribunals in respect of applications relating to fixing of a standard rent or in respect of orders made by the tribunal are as set out in Schedule 2 to these Regulations and such fees shall be payable before the hearing of an application or before the issuing of an order. Fees.

SCHEDULE I

FORM I

GENERAL FORM OF TITLES OF PROCEEDINGS IN THE BENDEL STATE RENT TRIBUNAL

In the _____ Tribunal Division
Holding in District _____
Suit No _____ ..
Between _____ Applicant and
_____ Respondent.

FORM 2

APPLICATION TO FIX STANDARD RENT OF RESIDENTIAL ACCOMMODATION

(Title as in Form I)

To the _____ Tribunal
Application is hereby made to determine the standard rent in respect of the (part of) premises situate at _____
(here specify the address)

(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 relating 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 the superior landlord.

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

DATED at ..this ..day of ..19

Signature
Landlord/Tenant

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)

...

where off ...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 (here insert the premises and address)

is set down for hearing before the (insert name)

Rent Tribunal sitting at _____
(insert sufficient address of Tribunal)

on the _____ day of _____ 19____ 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 _____ 19____

Signature: _____

Clerk to the.....Rent 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 I)

IN THE MATTER of an application to determine the standard rent of _____
(here describe the premises)

_____ where _____ is the landlord and

_____ is the tenant
(or as the case may be)

DELIVERED this _____ day of _____ 19____ UPON READING the application of _____ to determine the standard rent 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:

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

<i>Registration 12</i>					<i>Fees Payable</i>
					₦
1. On every application for determination of Standard rent .. .. .	..	..	..	..	0.50
2. On every order of a tribunal fixing standard rent .. .. .	..	..	..	..	1.00
3. On application for inspection of records .. .. .	..	..	..	..	0.25

**This amount may be waived or refunded if the chairman of the tribunal considers it necessary or desirable in the interest of justice so to do.*

DATED at Benin City this 11th day of February, 1977.

COMMODORE HUSAINI ABDULLAHI
Military Governor,
Bendel State of Nigeria

B. S. L. M. 11 of 1977

**RENT CONTROL AND RECOVERY OF
RESIDENTIAL PREMISES EDICT, 1977**

Rent Control (Standard and Maximum Rents) Order, 1977

Date of Commencement: 1st March, 1977

In exercise of the powers conferred by sub-section (2) of section 3 of the Rent Control and Recovery of Residential Premises Edict, 1977 and by virtue of all other law enabling him in that behalf, the Military Governor of Bendel State of Nigeria hereby makes the following Order:

- | | |
|---|---|
| <p>1. This Order may be cited as the Rent Control (Standard and Maximum Rents) Order 1977 and shall come into force on 1st March, 1977.</p> | <p>Short Title.</p> |
| <p>2. The standard rent payable every month in respect of types S₁ to S₇ and any category of accommodation within any zone in the high density area shall be as set out in the Table of Schedule I to this Order.</p> | <p>Standard rents for S₁ to S₇ in high density areas.</p> |
| <p>3. The standard rents payable annually in respect of types S₅(3) to S₆ accommodation in the low density area shall be as set out in Tables A and B of Schedule 2 to this Order.</p> | <p>Standard rents in low density areas.</p> |
| <p>4. For the avoidance of doubt, it is hereby declared that the standard rents fixed by this Order for types S₁ to S₇ accommodation in the high density areas shall be maximum rents payable in such types of accommodation.</p> | <p>Standard rents as maximum rents.</p> |

SCHEDULE I

1. This Schedule shall apply to High Density Areas only.
2. In this Schedule, the following expressions shall have the meanings hereby assigned to them respectively:

TYPES OF ACCOMMODATION

- (1) S₁ means a single room accommodation;
- S₂ means a room and parlour accommodation;
- S₃ means a single bedroom standard flat;
- S₄ means a two bedroom standard flat or out-houses with two bedrooms;
- S₅ (3) means three bedroom standard flat and include a chalet with three bedrooms;
- S₅ (4) means a four or more bedroom standard flat with two flush toilets;

S.6 means a whole house including a duplex, consisting of at least three standard bedrooms and a boys' quarters and a garage, save that a whole house which has no boys' quarters or garage will, be deemed to be a standard flat of a type to be determined by reference to the number of bedrooms therein contained;

S.7 means a single bedroom sitter with own kitchen, toilet and bath;

Provided that in Zone 3 ó

S.4 means a three bedroom standard flat;

S.5 means four or more bedroom standard flat.

(2) "FLAT" means an accommodation with a sitting-dining room and one or more standard bedrooms, containing at least a kitchen, bath and toilet intended for the exclusive use of the tenant or occupier.

(3) "Housing estate" means a housing estate with layout and plans duly approved as a housing estate by the appropriate town planning authority and having its own estate services and roads administered by the estate owner;

(4) "Maisonnette" means a detached self-contained whole house intended for a single family, with service facilities including sitting-dining, kitchen, toilet and bath on the ground floor and bedrooms on the top floor.

(5) CATEGORIES OF BUILDINGS

CATEGORY "A" means any building with concrete blocks, bricks or plastered with cement and having:

- (i) Standard dimension rooms, i.e. not less than 14 square metres;
- (ii) Water Supply;
- (iii) Electricity;
- (iv) Flush Toilet;
- (v) Terazo floor;
- (vi) Bathroom with bath tub, water heater and showers;
- (vii) Kitchen;
- (viii) Good roofing materials.

CATEGORY "B" means any building with concrete blocks bricks or mud plastered with cement and having:

- (i) Standard dimension rooms, not less than 14 square metres;
- (ii) Water Supply;
- (iii) Electricity;
- (iv) Tiled Floor;
- (v) Bathroom;
- (vi) Kitchen;
- (vii) Fairly good roofing material;
- (viii) Flush Toilet.

CATEGORY "C" means building constructed with mud, bamboo, corrugated iron sheets or any other material having:

- (i) Standard dimension rooms not less than 14 square metres;
- (ii) A pail or borehole latrine;
- (iii) Outside bathroom;
- (iv) Kitchen;
- (v) Combustible roofing materials.

These categories apply only in respect of accommodation of types S.₁ to S.₇ in high density arrears.

3. HIGH DENSITY AREAS AND ZONES

The following areas shall be deemed to be High Density Areas and zoned as follows:

ZONE 1

All the areas of Benin City and Warri/Effurun excluding all the Government Reservation Areas, the area behind the Government Reservation Area in Benin City and all the Housing Estates.

ZONE 2

Agbor, Asaba, Sapele, Ughelli and Uromi.

ZONE 3

All other Administrative Headquarters in the State, i.e. Abudu, Afuze, Auchu, Bomadi, Kwale, Igarra, Igobazuwa, Ogwashi-Uku, Olen, Orerokpe and Ubiaja.

4. LOCATION OF BUILDING TYPES

Rents in Zones 1 and 2 are each classified into three location categories while Zone 3 has two classifications as follows:

(a) ZONES 1 AND 2

(i) *Location X* ó This means the areas where the roads are wide and tarred and have adequate drainage, street lighting and easy availability of public transport.

(ii) *Location Y* ó This means areas which have wide untarred roads with good natural or constructed drainage. There may or may not be street lighting but public transport should be available.

(iii) *Location Z* ó This means areas with narrow untarred roads with poor drainage but with neither street lighting nor public transport.

(b) ZONE 3

Location X ó This means areas along the tarred and or major roads

Location Y ó This means areas along all untarred roads. All areas away from tarred roads in these places are of equal locational status.

5. (i) For the purpose of categories $\text{-A}\emptyset$, $\text{-B}\emptyset$ and $\text{-C}\emptyset$ of this Schedule, a standard room shall have an area of not less than 14 square metres.

(ii) No increased or decrease in the standard rent is allowed where the area of a room is more or less than the standard dimension by 2 square metres.

(iii) Where a room is more than 15.5 square metres or less than 12 square metres, an increase or decreased, as the case may be, of 50k (fifty kobo) only on the standard rent may be allowed.

(iv) A standard flat shall have a terrazzo flooring in the sitting/dining room and kitchen. While other bedroom floor shall have tiles or in the alternative, all the floors of the flat shall be tiled.

(v) Category $\text{-B}\emptyset$ flat shall have a flooring of tiles for at least the sitting/dining room and standard room sizes.

6. A locked-up-garage in high density area shall attract an additional rent of five per cent of the standard rent fixed for the premises.

7. A room in the boys' quarters attached to the premises in high density areas shall attract an additional rent as in the case of single room accommodation.

SCHEDULE I

Standard Rents per Month in respect of Types S.₁ – S.₇ in the High Density Areas of Zones I, 2 and 3.

TABLE A

ZONE I BENIN AND WARRI/EFFURUN

Type	Description	AX	AY	AZ	BX	BY	BZ	CX	CY	CZ
		₦	₦	₦	₦	₦	₦	₦	₦	₦
S. ₁	One Room	8	7.50	7	6	5.50	5	3	2.50	2
S. ₂	A Room and a Parlour	16	15	14	12	11	10	6	5.00	4
S. ₃	One Bedroom flat ..	25	24	23	20	19	18	-	-	-
S. ₄	Two Bedroom flat ..	40	37	35	30	28	26	-	-	-
S. ₅	(3) Three Bedroom flat	60	55	50	48	46	45	-	-	-

TABLE A – continued
ZONE I BENIN AND WARRI/EFFURUN

Type	Description	AX	AY	AZ	BX	BY	BZ	CX	CY	CZ
		N	N	N	N	N	N	N	N	N
S.5	(4) Four Bedroom flat	80	75	70	65	60	55	-	-	-
S.6	Maisonnetes or whole House	120	110	100	85	80	75	-	-	-
S.7	Single bedroom sitter ..	15	14	12	-	-	-	-	-	-

TABLE B
PER ZONE 2 (AGBOR, SAPELE, ASABA, UGHELI AND UROMI)

Type of Accommodation	AX	AY	AZ	BX	BY	BZ	CX	CY	CZ
	N	N	N	N	N	N	N	N	N
S.1 ó Single Room	6	5.50	5	4.50	4	3.50	2.50	2	1.50
S.2 ó A room and a Parlour	12	11	10	9	8	7	5	4	3
S.3 ó One Bedroom Flat	18	17	16	15	14	13	-	-	-
S.4 ó Two Bedroom Flat	25	24	23	22	21	20	-	-	-
S.5 (3) Three Bedroom Flat	40	38	36	34	32	30	-	-	-
S.5 (4) ó Four Bedroom Flat	50	48	47	45	43	42	-	-	-
S.6 Maisonnetes or whole house ..	80	75	70	65	60	55	-	-	-

TABLE C
ZONE 3
ALL OTHER ADMINISTRATIVE HEADQUARTERS

Type of Accommodation	AK	AY	BX	BY	CX	CY
	N	N	N	N	N	N
S.1 ó Single Room	4.00	3.50	3.00	2.50	2.00	1.50
S.2 ó Room and Parlour	8.00	7.00	6.00	5.00	4.00	3.00
S.3 ó Two Bedroom Flat	10.00	9.00	8.00	7.00	-	-
S.4 ó Three Bed Room Flat	15.00	13.00	12.00	10.00	-	-
S.5 ó Four Bed Room Flat . . .	25.00	22.50	20.00	18.00	-	-
S.6 ó Whole House	50.00	48.00	45.00	42.00	-	-

SCHEDULE 2

1. This Schedule shall apply to Low Density Areas only.
2. The following areas shall be deemed to be low Density Areas and are classified as follows:

(a) LOW DENSITY AREA -Aø

- (i) Government Reservation Area in Benin City.
- (ii) Government Reservation Area in Warri and Effurun.

(b) LOW DENSITY AREA -Bø

- (i) Area adjoining and behind the Government Reservation Areas in Benin City.
- (ii) All Bendel Development and Planning Authority Housing Estates in Benin City and Warri/Effurun.
- (iii) All other private Housing Estates in Benin City and Warri/Effurun.
- (iv) A Housing Estate is an Estate with its own approved layout and plans, state services and roads maintained by the Estate owner.

3. The maximum rents in respect of accommodation including boys quarters and garage situate in Low Density areas -Aø and -Bø shall be as stated in Tables A and B of the Schedule hereto.

4. In this Schedule, the types of accommodation classified as S.5(3), S.5(4) and S.6 shall have the same meaning as in Schedule I to this Order.

TABLE A

Standard Rents per annum in respect of types S.5(3) to S.6 Accommodation in low Density Areas 'A'

Government Reservation Area Benin City, Warri/Effurun

S.5(3) ø ~~₦~~4,000.00

S.5(4)- ~~₦~~4,500.00

S.6 ø ~~₦~~9,000.00

TABLE 'B'

Standard Rents per annum in respect of types S.5(3) to S.6 Accommodation in low Density Areas 'B'

Areas immediately behind the Government Reservation Area in Benin City and all other Housing Estates in Benin and Warri/Effurun.

S.5(3) ø ~~₦~~3,000.00

S.5(4)- ~~₦~~3,375.00

S.6 ø ~~₦~~6,750.00

DATED at Benin City this 11th day of February, 1977.

COMMODORE HUSAINI ABDULLAHI
Military Governor,
Bendel State of Nigeria