

RIGHTS AND OBLIGATIONS UNDER TENANCY AGREEMENTS AND THE
RELATIONSHIP BETWEEN THE LANDLORD AND THE TENANT, INCLUDING
THE PROCEDURE FOR THE RECOVERY OF PREMISES IN THE FEDERAL
CAPITAL TERRITORY, ESTABLISHMENT BILL, 2015

ARRANGEMENT OF SECTIONS

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A BILL

FOR

AN ACT TO REGULATE RIGHTS AND OBLIGATIONS UNDER TENANCY AGREEMENTS AND THE RELATIONSHIP BETWEEN THE LANDLORD AND THE TENANT INCLUDING THE PROCEDURE FOR THE RECOVERY OF PREMISES IN THE FEDERAL CAPITAL TERRITORY AND OTHER MATTERS CONNECTED THEREWITH

Sponsored by Hon. Iorwase Herman Hembe

[] Commencement

BE IT ENACTED by the National Assembly of the Federal Republic of Nigeria as follows:

1 1.-(1) This Bill shall apply to all premises within the Federal Application
2 Capital Territory (FCT), including business and residential premises unless
3 otherwise specified.

4 2.-(1) A Court shall have jurisdiction to determine matters in Jurisdiction of
5 respect of the tenancy of any premises let before or after the commencement
6 of this Law. the Courts

7 (2) The jurisdiction of a court shall not be ousted by the defendant
8 or respondent setting up the title of any other party.

9 (3) The parties agreement to resort to court connected Alternative
10 Dispute Resolution (ADR) or other facilities for amicable dispute resolution
11 shall not however be construed as an ouster of Court's jurisdiction.

12 (4) Proceedings shall be brought under this act at the High Court
13 where the rental value of the premises exceed the jurisdiction of the
14 magistrate Court as provided by the Magistrate's Court Law.

15 (5) Subject to the provisions of this act, a Court shall be bound by
16 the practice and procedure in the civil matters in the Magistrates' Court or
17 the High Court of FCT.

18 3. A tenancy agreement shall for the purpose of this act, be deemed Tenancy Agreement

1 to exist where premises are granted by the landlord to a person for value
2 whether or not it is:

3 (a) express or implied;

4 (b) oral or written or partly oral or partly written; or

Advance Rent

5 4.-(1) It shall be unlawful for a landlord or his agent to demand from a
6 sitting tenant rent in advance of six (6) months from a monthly tenant and one
7 (1) year from a yearly tenant in respect of any premises without prejudice to the
8 nature of tenancy held at the commencement of the tenancy.

9 (2) It shall not be unlawful for a sitting tenant to offer or pay rent in
10 excess of one (1) year for a yearly tenant and six (6) months for a monthly
11 tenant in respect of any premises.

12 (3) It shall be unlawful for a landlord or his agent to demand from a
13 new or would be tenant rent in excess of one year (1) year in respect of any
14 premises.

15 (4) It shall not be unlawful for a new or would be tenant to offer or pay
16 rent in excess of one (1) year in respect of any premises.

17 (5) Any person who demands rent in excess of what is prescribed in
18 this Section shall be guilty of an offence and shall be liable on conviction to a
19 fine of One Hundred Thousand Naira (N100,000.00) or to three (3) months
20 imprisonment.

Rent payment
Receipt

21 5.-(1) As from the commencement of this act, all landlords shall upon
22 payment of rent by tenants, be obliged to issue a rent payment receipt to their
23 tenants in respect of such payments.

24 (2) The receipt shall state the

25 (a) date on which rent was received;

26 (b) names and addresses of the landlord and the tenant;

27 (c) description and location of premises in respect of which the rent is
28 paid;

29 (d) amount of rent; and

30 (e) period to which the payment relates.

1 (3) Any landlord who fails to issue a rent payment receipt to his
2 tenant as prescribed under this section, shall be liable on conviction to a fine
3 of One Hundred Thousand Naira (N100,000.00).

4 6.-(1) The tenant's entitlement to quiet and peaceable enjoyment of Rights of a Tenant
5 the premises includes the right to:

6 (a) privacy;

7 (b) freedom from unreasonable disturbance;

8 (c) exclusive possession of the premises, subject to the landlord's
9 restricted right of inspection; and

10 (d) the use of common areas for reasonable and lawful purposes.

11 (2) Where a tenant with the previous consent in writing of the
12 landlord effects improvements on the premises and the landlord determines
13 the tenancy, such a tenant shall be entitled to claim compensation for the
14 effected improvements on quitting the premises.

15 7. Subject to any provision to the contrary in the tenancy Obligations
16 agreement the tenant shall: of the Tenant

17 (1) pay the rents at the times and in the manner stated;

18 (2) pay all existing and future rates and charges not payable by the
19 landlord by law;

20 (3) keep the premises in good and tenantable repair, reasonable
21 wear and tear excepted;

22 (4) permit the landlord and his agents during the tenancy at all
23 reasonable hours in the daytime after previous written notice, to view the
24 condition of the premises and to effect repairs in necessary parts of the
25 building;

26 (5) not make any alterations or additions to the premises without
27 the written consent of the landlord;

28 (6) not assign or sub-let any part of the premises without the written
29 consent of the landlord; and

30 (7) notify the landlord where structural or substantial damage has

- 1 occurred to any part of the premises as soon as practicable.
- Obligations of
the Landlord
- 2 **8.** Subject to any provision to the contrary in a tenancy agreement, the
3 landlord shall:
- 4 (1) not disturb the tenant's quiet and peaceable enjoyment of the
5 premises.
- 6 (2) pay all rates and charges as stipulated by law.
- 7 (3) keep the premises insured against loss or damage.
- 8 (4) not terminate or restrict the use of a common facility or service for
9 the use of the premises.
- 10 (5) not seize any item or property of the tenant or interfere with the
11 tenant's access to his personal property.
- 12 (6) effect repairs and maintain the external and common parts of the
13 premises.
- Obligations of
the landlord
regarding business
premises
- 14 **9.** A tenancy agreement in respect of business premises, shall be
15 deemed to provide that where the landlord
- 16 (a) inhibits the access of the tenant to the premises in any substantial
17 manner;
- 18 (b) takes any action that may substantially alter or inhibit the flow of
19 the customers, clients or other persons using the tenant's business premises.
- 20 (c) causes or fails to make reasonable efforts to prevent or remove any
21 disruption to trading or use within the business premises which results in loss
22 of profits to the tenant;
- 23 (d) fails to rectify as soon as practicable, any breakdown of plant or
24 equipment under his care and maintenance which results in loss of profits to the
25 tenant; or
- 26 (e) fails to maintain or repaint the exterior or the common parts of the
27 building or buildings of which the premises is comprised, and after being given
28 notice in writing by the tenant requiring him to rectify the matter, does not do so
29 within such time as is reasonably practicable, the landlord is liable to pay to the
30 tenant such reasonable compensation as shall be determined by the court,

1 where the tenant effects the repairs or maintenance.

2 **10.** In any case where the landlord or his agent in addition to rent
3 requires the tenant or licensee to pay:

Service charge,
Facility and
Security Deposits

4 (a) a security deposit to cover damage and repairs to the premises;

5 (b) for services and facilities for the premises; or

6 (c) service charges in flats or units that retains common parts on the
7 premises, the landlord or his agent shall issue a separate receipt to the tenant
8 for payments received and such tenant shall be entitled to a written account
9 at least every six (6) months from the landlord of how monies paid were
10 disbursed.

11 **11.** From the commencement of a tenancy it shall be the duty of the
12 party who engages the services of a professional in respect of the tenancy
13 agreement to pay the fees for such professional services.

Payment of
professional fees

14 **12.** Where there is a breach or non-observance of any of the
15 conditions or covenants in respect of the premises, the landlord shall subject
16 to:

Provision for
re-entry

17 (a) any provision to the contrary in the agreement between the
18 parties; and

19 (b) the service of process in accordance with the relevant
20 provisions of the law, have the right to institute proceedings for an order to
21 re-enter and determine the tenancy.

22 **13.-(1)** Where there is no stipulation as to the notice to be given by
23 either party to determine the tenancy, the following shall apply:

Length of Notice

24 (a) a week's notice for a tenant at will;

25 (b) one (1) month's notice for a monthly tenant;

26 (c) three (3) month's notice for a quarterly tenant;

27 (d) three (3) month's notice for a half-yearly tenant; and

28 (e) six (6) month's notice for a yearly tenant.

29 **(2)** In the case of a monthly tenancy, where the tenant is in arrears
30 of rent for six (6) months, the tenancy shall lapse and the court shall make an

1 order for possession and arrears of rent upon proof of the arrears by the
2 landlord.

3 (3) In the case of a quarterly or half-yearly tenancy, where the tenant is
4 in arrears of one (1) year rent, the tenancy shall lapse and the court shall make
5 an order for possession and arrears of rent upon proof of the arrears by the
6 landlord.

7 (4) Notice for tenants under subsection (1) (c), (d) and (e) of this
8 section need not terminate on the anniversary of the tenancy but may terminate
9 on or after the date of expiration of the tenancy.

10 (5) In the case of a tenancy for a fixed term, no notice to quit shall be
11 required once the tenancy has been determined by effluxion of time and where
12 the landlord intends to proceed to court to recover possession, he shall serve a
13 seven (7) days written notice of his intention to apply to recover possession as
14 in FORM TA5 in the schedule to this Act.

15 (6) The nature of a tenancy shall, in the absence of any evidence to the
16 contrary, be determined by reference to the time when the rent is paid or
17 demanded.

Notice of
Licence

18 14. Where a person is a licensee and upon the expiration or
19 withdrawal of his license, he refuses or neglects to give up possession, he shall
20 be entitled to service of a seven (7) days notice of the owner's intention to apply
21 to recover possession.

Notice required
for abandoned
premises

22 15.-(1) A premises will be deemed to be abandoned where the:

23 (a) tenancy has expired; and

24 (b) tenant has not occupied the premises since the tenancy expired and
25 has not given up lawful possession of the premises.

26 (2) Following subsection (1) above, the landlord shall

27 (a) issue a seven (7) days notice of the landlord's intention to recover
28 possession, which shall be served by pasting the notice on the abandoned
29 premises; and

30 (b) apply to the court for an order for possession and an order to force

1 open the premises.

2 **16.** As soon as the term or interest on any premises has been Tenant refusing
 3 determined by a written notice to quit and the tenant neglects or refuses to or neglecting to
 4 quit and deliver up possession of the premises or any part of it, the landlord give up possession
 5 or his agent may cause the tenant to be served with a written notice, signed
 6 by the landlord or his agent, of the landlord's intention to proceed to recover
 7 possession, stating the grounds and particulars of the claim, on a date not
 8 less than seven (7) days from the date of the notice.

9 **17.-(1)** Notices referred to under sections 13-16 of this Act shall be Service of Notices
 10 by proper service as prescribed under section 18 and 19.

11 (2) Proper service shall be service in such a manner that can be
 12 established to the satisfaction of the court that the person to be served will
 13 have knowledge of any of the notices.

14 **18.** Proper service on a tenant of residential premises shall be Service of Notices
 15 personal, for residential premises which includes but is not limited to the for Residential
 16 following: premises

17 (a) service on the tenant in person;

18 (b) delivery to any adult residing at the premises to be recovered;

19 (c) by courier where the tenant cannot be found, by delivering same
 20 at the premises sought to be recovered and the courier shall provide proof of
 21 delivery; or

22 (d) affixing the notice on a prominent part of the premises to be
 23 recovered and providing corroborative proof of service.

24 **19.** Proper service on a tenant of a business premises shall be by: Service of Notices
 25 (a) delivery to a person at the business premises sought to be for Business
 26 recovered; or premises

27 (b) affixing the notice on a prominent part of the premises to be
 28 recovered and providing corroborative proof of service.

29 **20.** Where the tenant is a person other than an individual (including Duty to notify
 30 corporate entity), the landlord shall ensure proper service of all notices other persons
in occupation

1 required under this Act on the tenant:

2 Provided that failure of the tenant to notify any other person in occupation shall
3 affect the proceeding to recover possession.

Persons in
unlawful
occupation

4 **21.** Where a person claims possession of premises which he alleges is
5 occupied solely by a person in unlawful occupation; the proceedings for
6 recovery of the premises shall be by the summary procedure contained in the
7 Civil Procedure Rules of the relevant Court without prejudice to the necessary
8 need to serve upon the unlawful occupant.

Service of process

9 **22.** Service of any summons, warrant or other process shall be
10 effected in accordance with the provisions of the act for the time being in force
11 relating to the service of the civil process of Magistrates' Court or the High
12 Court of FCT.

Use of Forms

13 **23.** Subject to the provisions of this Act, the forms contained in the
14 schedule to this Act, may be used in the cases to which they apply and when so
15 used, shall be sufficient in law with such adaptation and modification as may be
16 necessary.

Institution of
proceedings to
recover possession

17 **24.** Upon the expiration of the time stated in the notice, if the tenant
18 neglects or refuses to quit and deliver up possession, the landlord may file
19 claim by way of summons and B for recovery of possession, either against the
20 tenant or against such person so neglecting or refusing, in the Magisterial
21 District or High Court Division where the premises is situated.

Grounds for
possession

22 **25.-(1)** Unless the agreement expressly stipulates otherwise, the
23 Court shall have power to make an order for possession upon proof of any of
24 the following grounds:

25 (a) arrears of rent;

26 (b) breach of any covenant or agreement;

27 (c) where the premises is required by the landlord for personal use; or

28 (d) where the premises requires substantial repair.

29 (2) Notwithstanding any agreement between the parties, the Court
30 shall have power to make an order for possession upon proof of any of the

1 following grounds where:

2 (a) the premises is being used for immoral or illegal purposes;

3 (b) the premises has been abandoned;

4 (c) the premises is unsafe and unsound as to constitute a danger to
5 human life or property; or

6 (d) the tenant or any person residing or lodging with him or being
7 his sub-tenant constitutes by conduct, an act of intolerable nuisance or
8 induces a breach of a tenancy agreement.

9 26. The landlord shall be entitled to recovery of the premises
10 where:

Recovery of
premises for fixed
term certain

11 (a) a tenancy is provided to be for a fixed term certain;

12 (b) the period of the tenancy has expired by effluxion of time; and

13 (c) FORM TA 5 has been served in accordance with Section 13(5)
14 of this Act.

15 27.-(1) In any matter under this Act, relating to any fact required to
16 be proved at the trial of any action, evidence shall be by written deposition or
17 oral examination of witnesses in open Court or a combination of both.

Trial

18 (2) All agreed documents or other exhibits shall be tendered from
19 the bar or by the party where he is not represented by a legal practitioner.

20 (3) The oral examination of a witness during his evidence-in-chief
21 shall be limited to confirming his written deposition and tendering in
22 evidence all disputed documents or other exhibits.

23 (4) Where the tenant does not enter any defense and the landlord
24 can prove:

25 (a) that the defendant is still neglecting or refusing to deliver up the
26 premises;

27 (b) the annual rental value of the premises;

28 (c) the nature of the tenancy or holding;

29 (d) the expiration or other determination of the tenancy within the
30 time and manner stipulated by law;

1 (e) his title, if such has accrued since the letting of the premises; and

2 (f) the service of the summons or writ if the defendant does not appear
3 the Court may make an order for possession of the premises mentioned either
4 on or before such date (within six (6) months from the date of the order) as the
5 direct immediately or Court may

6 (5) Subject to the provisions of Section 13 (2) and (3), the Court shall,
7 in making an order for possession of premises, have regard to all circumstances
8 of the case including where appropriate, the question as to whether other
9 premises are available for the landlord or the tenant.

10 (6) If the claimant named in the summons or writ fails to obtain an
11 order under subsection (1) of this Section, the defendant may be awarded such
12 cost as the Court may direct.

Payment of arrears
of rent

13 **28.**-(1) Where there is any matter for determination before a Court
14 under this Act, and the tenant admits the arrears of rent or a portion of the rent,
15 the Court may order the tenant to pay such arrears of rent while the Court
16 proceeds with the matter.

17 (2) Where arrears of rent are claimed for the use and occupation of the
18 premises, the claim shall show the rate at which such sum is claimed, and where
19 it is proved, judgment shall be entered for the amount so proved.

Court as Receiver
of refused rent

20 **29.**-(1) In any proceedings under this Act, where a landlord refuses to
21 accept the current rent from a tenant may, upon application to the Court pay
22 such rent to the Court's Registry.

Arbitration

23 **30.**-(1) A valid agreement to arbitrate shall be upheld and be
24 enforceable in the Court while an arbitration clause or agreement in a tenancy
25 or lease agreement shall not be construed as an ouster of the Court's
26 jurisdiction.

27 (2) In the absence of any agreement to the contrary or where the
28 parties cannot agree on the appointment of an arbitrator or tribunal, the Court
29 on receipt of a written application by any of the parties, shall act as the
30 appointing authority, upon payment of the prescribed fees.

1 (3) An arbitration award shall be enforceable as a judgment or
2 order of the Court upon registration.

3 (4) Application to enforce awards shall be made to the Court.

4 (5) An arbitration Award in any matter covered by this Act must be
5 registered within three (3) months of the date of the Award.

6 31. Where mesne profit or a sum for the use and occupation of the
7 premises are claimed, the claim shall show the rate at which such sum is
8 claimed, and where it is proved, judgment shall be entered for the amount so
9 proved. Landlord may
claim for mesne
profits

10 32.-(1) In proceedings under this Act, the Court shall promote Mediation
11 reconciliation mediation and amicable settlement between the parties.

12 (2) A Court may refer tenancy proceedings or any part of it to any
13 mediation centre.

14 (3) Referrals to mediation under the provisions of subsection (2) of
15 this Section shall not require the consent of the parties to the proceedings.

16 (4) The mediator shall submit the Mediation Agreement to the
17 Court for endorsement and enforcement within three (3) days after
18 execution by the parties.

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

23 34. Where in accordance with Section 27 of this Act, the defendant Defense supported
by written
depositions
24 intends to rely on a written deposition, he may at the time of filing the
25 defence but not later than five (5) days thereafter, file witness statements,
26 exhibits and other relevant documents to be tendered.

27 35. Where in a possession claim against trespassers, the claim has Service on person
in unlawful
occupation
28 been issued against "persons unknown", the claim, particulars of claim, any
29 witness statements, exhibits and any other relevant document shall be
30 deemed served on those persons by:

1 (a) attaching copies of the claim form, particulars of claim and any
2 other relevant document to the main door or some other part of the premises so
3 that they are clearly visible;

4 (b) if practicable, inserting copies of those document in a sealed
5 transparent envelope addressed to "the occupiers" through the door or gate of
6 the premises or letter box if there is one; or

7 (c) placing stakes in the land in places where they are clearly visible
8 and attaching to each stake copies of the claim form, particulars of claim and
9 any other relevant document in a sealed transparent envelope addressed to "the
10 occupiers".

Defendant not
defending claim

11 36. Where the claim is based on documentary evidence and the
12 defendant does not file a defence or appear at the trial and does not defend the
13 claim, the Magistrate shall be entitled to adjudicate upon the claim in
14 Chambers but shall give judgment in open Court.

Unreasonable
increase of Rent

15 37.-(1) Subject to any agreement to the contrary, an existing tenant
16 may apply as in form TA 11 to the Court for an Order declaring that the increase
17 in rent payable under a tenancy agreement is unreasonable.

18 (2) In determining whether an increase in the rent is unreasonable, the
19 Court shall issue hearing notice to the landlord and shall consider the
20 application on the following grounds:

21 (a) the general level of rents in the locality or a similar locality for
22 comparative analysis;

23 (b) evidence of witness of the parties; and

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

26 (3) If satisfied that the increase in the rent is unreasonable, the Court
27 may order that the increase in the rent be changed to a specific amount.

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

1	38. Any judgment by default under this Act shall be final and	Application to set aside or vary judgment of court
2	remain valid and may only be set aside upon application to the magistrate on	
3	grounds of fraud, non-service, lack of jurisdiction or upon such terms as the	
4	Court may deem fit.	
5	39. Where a landlord is entitled to possession of any premises, the	Warrant for possession may be issued at any time
6	Court may issue a warrant for possession, notwithstanding that the	
7	counterclaim is undetermined or unsatisfied.	
8	40. A warrant for possession shall entitle the landlord to be put in	Form and purpose of warrant for possession
9	possession of the premises to which the warrant relates and the certificate of	
10	warrant of execution.	
11	41. Notwithstanding any provision in any other Act, every warrant	Duration of warrant
12	for possession shall bear the date after the day mentioned in the order for	
13	possession of the premises in question and shall be in force for three (3)	
14	months from such date:	
15	Provided that a warrant may be renewed every three (3) months but shall not	
16	exceed three (3) renewals.	
17	42. Any warrant to give possession of the premises to the person	Warrant for possession justifies entry on premises
18	named in the warrant or to whom it may be directed, shall justify entry to him	
19	with such assistance as he deems necessary and given possession of the	
20	premises:	
21	Provided that no entry upon such warrant shall be made on a Sunday or	
22	public holiday.	
23	43. At the expiration of the time ordered by the Court, if an order of	Enforcement of order of court
24	possession of the Court is not obeyed, the Court at the instance of the	
25	landlord shall where such order can be proved to have being served on the	
26	tenant, issue a warrant for possession, and if the order is that possession of	
27	the premises be given up by the tenant to the landlord, the Court shall	
28	immediately at the instance and at the cost of the landlord, issue a warrant for	
29	possession to the landlord.	
30	44. -(1) Subject to the provision of any Law:	Offences and penalties

1 (a) any person who demolishes, alter or modifies a building to which
2 this Act applies with a view to ejecting a tenant and without the approval of the
3 Court; or

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

5 (i) attempts to forcibly eject a tenant;

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

8 (iii) willfully damages any premises, shall be guilty of an offence and
9 is liable to a fine not exceeding Two Hundred and Fifty Thousand Naira
10 (N250,000.00) or a maximum of six (6) months imprisonment and any other
11 non-custodial disposition.

12 (2) A Court shall have power to punish for contempt in the face of the
13 Court but may in other cases Order the arrest and bring before it, any person
14 suspected of having committed contempt of Court and such a person shall as
15 soon as practicable be brought to trial before a court of Law.

16 (3) Following subsection (2) of this Section, any person who:

17 (a) resists, molest, assaults, or in any way obstructs any officer of the
18 Court or any other person from carrying out an Order of the Court to serve any
19 process or execute a warrant for possession; or

20 (b) has been put out of possession, by virtue of a warrant for
21 possession, and unlawfully retakes possession of the premises after possession
22 has been given to the landlord, shall be charged with contempt and is liable on
23 conviction to a fine not exceeding Two Hundred and Fifty Thousand Naira
24 (N250,000.00) or a maximum of six (6) months imprisonment and any other
25 non-custodial disposition.

26 (4)(a) Any landlord who obtains an Order for possession of any
27 premises under this Act by intentionally providing false information shall be
28 guilty of an offence and liable under the Criminal Code;

29 (b) Any tenant who deprives the landlord of any premises under this
30 Act by intentionally providing false information shall be guilty of an offence

1 and liable under the Criminal Code;

2 (c) Without prejudice to any criminal proceedings, where:

3 (i) any landlord has obtained an Order of possession of premises
4 under this Act and upon an application made by summons by the tenant, the
5 Court is satisfied that such Order was obtained by intentionally providing
6 false information; the Court shall order the landlord to pay reasonable
7 compensation to such tenant; and

8 (ii) the tenant has deprived the landlord of possession of premises
9 under this Act and upon an application made by summons by the landlord,
10 the Court if satisfied that the landlord was so deprived by the tenant
11 intentionally providing false information; the Court shall Order the tenant to
12 pay reasonable compensation to such landlord.

13 45.-(1) A party to any proceedings in the Magistrates' Court may
14 appeal from the decision of the Magistrates' Court to the High Court in
15 accordance with the provisions of the Magistrates' Court law.

Appeals

16 (2) A party to any proceedings in the High Court may appeal in
17 accordance with the provisions of the Constitution.

18 46. The Chief Judge may, as required make regulations for the
19 procedure through which matters relating to the conduct of proceedings
20 shall be carried out.

Regulations and
procedure

21 47. In this Act, unless the context otherwise requires:

Interpretation

22 "Agent" means any person usually employed by the landlord in the letting or
23 leasing of the premises or in the collecting of the rents, or a person specially
24 authorised to act in a particular manner by writing under the hand of the
25 landlord;

26 "Business Premises" except where it is expressly stated otherwise by this
27 Act, includes premises used wholly or part for non-residential purposes,
28 such as, places let out for business, shops, offices, shopping malls, sporting
29 facilities, events centers, lodgings, gaming houses, clubs and club houses,

- 1 religious worship, institutions and voluntary services structures amongst
2 others;
- 3 Commissioner" means Commissioner for Justice;
- 4 "Commissioner Area" means any part of the premises the use of which is
5 jointly shared by tenants or by a landlord and one or more tenants;
- 6 "Court" means the High Court and Magistrates Court of FCT but specifically
7 excludes the Customary Courts;
- 8 "Current Rent" means the subsisting rent;
- 9 "Functions" includes powers and duties;
- 10 "Interested Person" includes any person claiming through the landlord or the
11 tenant or who has an interest in the proceedings;
- 12 "landlord" in relation to any premises means the person entitled to the
13 immediate reversion of the premises or if the property is held in joint tenancy or
14 tenancy in common, any of the person entitled to the immediate reversion and
15 includes:
- 16 (a) the attorney, solicitor, agent or caretaker of any such landlord;
- 17 "Landlord" in relation to any premises means the person entitled to the
18 immediate reversion of the premises or if the property is held in joint tenancy or
19 tenancy in common, any of the person entitled to the immediate reversion and
20 includes:
- 21 (a) the attorney, solicitor, agent or caretaker of any such landlord;
- 22 (b) any person receiving (whether in his own right or as an attorney or
23 agent) any rent from any person for the occupation of any premises in respect of
24 which he claims a right to receive the same; or
- 25 (c) a former landlord where the context so requires;
- 26 "Licensee" means a person who comes into occupation by mere permission,
27 without the creation of a landlord and tenant relationship and has no estate or
28 legal interest in the premises;
- 29 "Mesne Profits" means the rents and profits which a tenant holds over during
30 his occupation of the premises and which he is liable to pay as compensation to

1 the person entitled to possession;

2 "Persons in unlawful occupation" means any person or corporate body who:

3 (a) enters into occupation through the tenant or remains in any

4 residential or business premises without the consent of the landlord; or

5 (b) enters into or remains in occupation of the premises after an

6 order for possession against a tenant without the consent of the landlord;

7 "Premises" except where it is expressly stated otherwise by this Act,

8 includes premises used for business, residential and non-residential

9 purposes;

10 "Prescribed" means prescribed by this Act or Schedule or rules or

11 regulations or orders;

12 "Proceedings" includes any proceedings institute in court in respect of this

13 act;

14 "Rent" includes any consideration or money paid or agreed to be paid or

15 value or a right given or agreed to be given or part of any crop rendered or

16 any equivalent given in kind or in labour, in consideration of which a

17 landlord has permitted any person to use and occupy any land, premises, or

18 other corporeal hereditament, and the use of common areas but does not

19 include any charge for services or facilities provided in addition for the

20 occupation of the premises;

21 "Rules" means the rules for the time being in force relating to the practice

22 and procedure of the Courts in the exercise of their respective civil

23 jurisdiction made under the Act by which such Courts were established or

24 any law amending same;

25 "Services or Facilities" include any of the following that are provided or

26 agreed to be provided by the landlord to the tenant of premises: appliances

27 and furnishing, cleaning and maintenance services, parking spaces, cable,

28 television and dish services, laundry services, storage facilities, elevator

29 services, common recreational facilities, intercom systems and security

1 surveillance, housekeeping facilities, security services and waste removal
2 services;

3 "Sitting Tenant" means a tenant in lawful occupation after the expiration of the
4 first tenancy term according to the provisions of this Act and includes a tenant
5 renewing an existing tenancy following an expired term of years;

6 "FCT" means federal capital territory;

7 "Substantial Repair" means any work required to remedy anything which
8 threatens the structure or renders the premises inhabitable, creates an
9 intolerable nuisance or could be construed as a breach of the landlord's
10 covenant in the head - lease;

11 "Sub-tenant" means a person who occupies a premises or a portion of the
12 premises previously occupied by a tenant which has been sublet to the sub-
13 tenant by virtue of the written consent of the landlord;

14 "Tenant" includes a sub-tenant or any person occupying any premises whether
15 by payment of rent howsoever or by operation of law and not persons
16 unlawfully occupying any premises under a bonafide claim to the owner;

17 "Tenancy" means holding of interest in land or property by a tenant under a
18 tenancy agreement;

19 "Tenancy agreement" means an agreement whether written or oral, express or
20 implied between a landlord and a tenant regarding possession of premises and
21 use of common areas and includes leases and sub-leases.

Citation

22 48. This Bill may be cited as the Recovery of Premises (Procedure
23 Etc.) Bill, 2015.

EXPLANATORY MEMORANDUM

This Bill seeks to Regulate Rights and Obligations under Tenancy Agreements and the Relationship between the Landlord and the Tenant, including the procedure for the Recovery of premises in the Federal Capital Territory and other matters connected therewith.