



LAGOS STATE GOVERNMENT

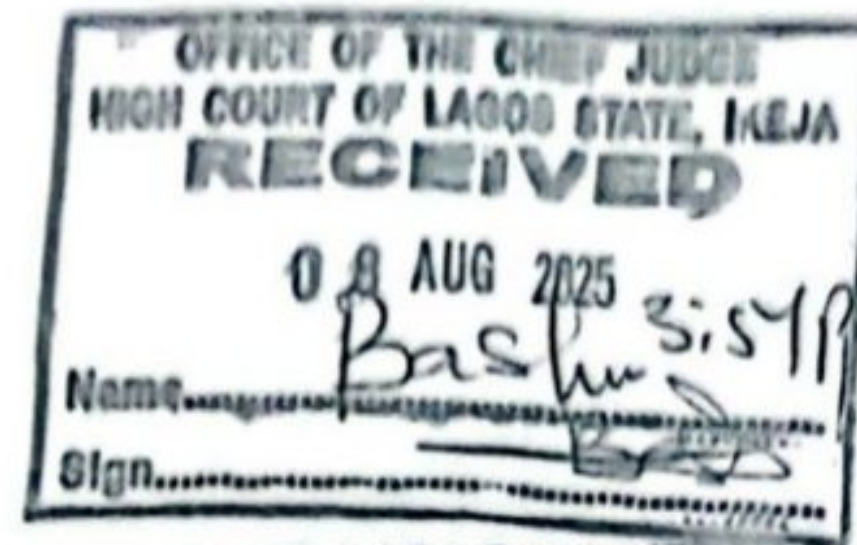


LAGOS STATE
HOUSE OF ASSEMBLY

LSHA/LMC/17/11/134

8th August, 2025


The Chief Judge,
Lagos State Judiciary,
High Court of Justice,
Ikeja.



**INVITATION TO A DAY PUBLIC HEARING ON
"LAGOS STATE TENANCY BILL, 2025".**

The House at its Plenary Session of Thursday, 10th July, 2025 committed the above-mentioned Bill (Copy attached) to the Committee on Housing for further Legislative scrutiny.

2. In furtherance of the above, you are cordially invited to a-day Public Hearing on the proposed Law being organized by the House through the Committee on Wednesday, 13th August, 2025 at the Lateef Jakande Auditorium, Assembly Complex, Alausa, Ikeja by 11.00 a.m.
3. It would be appreciated if you could peruse the proposed legislation and forward your memorandum (hard and soft copies) on same to the Committee through the Office of the Clerk of the House on or before Tuesday, 12th August, 2025.
4. Thank you.


O. B. Onafeko
Clerk of the House

TENANCY AND RECOVERY OF PREMISES BILL
ARRANGEMENT OF PARTS AND SECTIONS

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A
BILL
FOR A LAW TO REGULATE THE RELATIONSHIP BETWEEN LANDLORDS AND
TENANTS INCLUDING THE PROCEDURE FOR THE RECOVERY OF PREMISES IN
LAGOS STATE AND FOR OTHER CONNECTED MATTERS

PART I

PARTIES OBLIGATIONS

The Lagos State House of Assembly enacts as follows—

1. Interpretation

In this Law, unless the context otherwise requires -

“Agent” means any person engaged in the letting, leasing, collection of rents or management of a property or a person specially authorised to act in a particular manner in writing under the hand of a landlord or tenant;

“Appellate Court” means the High Court of Lagos State or Court of Appeal;

“Business Premises” except where it is expressly stated otherwise by this Law, includes premises used wholly or in part for non-residential purposes, such as places let out for business, shops, offices, shopping malls, sporting facilities, events’ centres, lodgings, gaming houses, clubs and club houses, religious worship, institutions and voluntary services structures amongst others;

“Commissioner” means Commissioner for Justice, Lagos State;

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

“Court” means the High Court and Magistrates’ Court of Lagos State;

“Governor” means the Governor of Lagos State;

“Landlord” in relation to any premises means the person entitled to the immediate reversion of the premises or if the property is held in joint tenancy or tenancy in common, any of the persons entitled to the immediate reversion and includes -

(a) the attorney, solicitor, agent or caretaker of any such landlord;

(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 premises in respect of which he claims a right to receive the same; or

(c) a former landlord where the context so requires;

"Licensee" means a person who comes into occupation by mere permission, without the creation of a landlord and tenant relationship and has no estate or legal interest in the premises;

"Mesne profits" means the sum of money and profits which a tenant whose tenancy has come to an end holds over during his occupation of the premises and which he is liable to pay as compensation to the person entitled to possession;

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

(a) enters into occupation through the tenant or remains in any residential or business premises without the consent of the landlord; or

(b) enters into or remains in occupation of the premises after an order for possession against a tenant without the consent of the landlord;

"Premises" except where it is expressly stated otherwise in this Law, includes premises used for business, residential and non-residential purposes;

"Proceedings" includes any action instituted in Court in respect of premises under this law;

"Rents" include any money paid or agreed to be paid in consideration of which a landlord has permitted any person to use and occupy any land, premises, or other corporeal hereditament, and the use of common areas but does not include any charge for services or facilities provided in addition for the occupation of the premises;

"Rules" mean the rules for the time being in force relating to the practice and procedure of a Court in the exercise of its civil jurisdiction made under the law by which such court was established or any law amending same;

"Services or facilities" include any of the following that are provided or agreed to be provided by the landlord to the tenant in the premises: appliances and furnishings, cleaning and maintenance services, parking spaces, cable, television and dish services, laundry services, storage facilities, elevator services, common recreational facilities, intercom systems and security surveillance, housekeeping facilities, security services and waste removal services;

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

"State" means Lagos State;

"Substantial Repair" means any work required to remedy anything which threatens the structure or renders the premises uninhabitable, creates an intolerable nuisance or could be construed as a breach of the landlord's covenant;

"Sub-tenant" means a person who occupies a premises or a portion of the premises with the consent of the tenant with or without the written consent of the landlord;

"Tenancy" means possession of land, premises or property by a tenant under a tenancy agreement;

"Tenancy agreement" means an agreement whether written, oral, express or implied between a landlord and a tenant regarding possession of premises and use of common areas other than leases and sub-leases;

"Tenant" includes a sub-tenant or any person occupying any premises whether by payment of rent or by operation of law and not persons unlawfully occupying any premises under a bona fide claim to be the owner.

2. Application of the Law

(1) This Law shall apply to all premises within Lagos State, including business and residential premises unless otherwise specified.

(2) Except where such premises are let out commercially, this Law shall not apply to-

- (a) residential premises owned or operated by an employer for its staff;
- (b) residential premises of educational institution for its staff and students;
- (c) residential premises provided for emergency shelter; and
- (d) residential premises-
 - (i) in a care or hospice facility;
 - (ii) in a public or private hospital or a mental health facility that is made available in the course of providing rehabilitative or therapeutic treatment.

3. Engagement of an Agent

- (1) Any person to be engaged as an agent, either by the landlord or the tenant must be duly registered under the Lagos State Real Estate Regulatory Authority Law 2021.
- (2) An agent who collects money as rent from a prospective tenant in respect of a premise or building shall not while holding on to the rent collect money from any other person as rent for the same premises or building.
- (3) An agent who collects money as rent from a tenant shall remit same within seven (7) working days, unless otherwise directed in writing by the landlord and such money collected shall be receipted.
- (4) A commission or agency fee in respect of any tenancy shall be agreed upon by the Agent and the Landlord or Tenant who engaged the agent and the amount shall not exceed 5% of the amount paid as one year rent.
- (5) Any person who acts as an agent in contravention of subsection (1) and any agent who acts in contravention of subsections (2), (3) or (4) of this Section commits an offence and is liable on conviction to the repayment of the sums collected and imprisonment for a maximum term of two (2) years or a fine of One Million Naira (₦1,000,000:00) or both.

4. Tenancy Agreement

A tenancy agreement shall for the purpose of this Law, be deemed to exist where premises is given by the landlord to a person for value whether or not the agreement is -

- (a) oral or written or partly oral or partly written; or
- (b) for a fixed period.

5. Advance Rent

- (1) It shall be unlawful for a landlord or his agent to demand or receive from a sitting tenant, rent in excess of three (3) months in the case of a monthly tenant and one (1) year in the case of a yearly tenant in respect of any premises without prejudice to the nature of tenancy held at the commencement of the tenancy.

- (2) It shall be unlawful for a sitting tenant to offer or pay rent in excess of three (3) months for a monthly tenancy and one (1) year for a yearly tenancy in respect of the premises.
- (3) It shall be unlawful for a landlord or his agent to demand or receive from a new or would be tenant, rent in excess of one (1) year in respect of any premises.
- (4) It shall be unlawful for a new or would be tenant to offer or pay rent in excess of one (1) year in respect of any premises.
- (5) Any person who receives or pays rent in excess of what is prescribed in this Section commits an offence and shall be liable on conviction to a fine of One Million Naira (₦1,000,000.00) or to three (3) months' imprisonment.

6. Rent Payment Receipt

- (1) A landlord shall, on receipt of rent from the tenant in cash, by bank teller, electronic transfer or any other automated means, issue a payment receipt.
- (2) The receipt shall state the —
 - (a) date on which rent was received;
 - (b) names and addresses of the landlord and the tenant;
 - (c) description and location of premises in respect of which the rent is paid;
 - (d) amount of rent paid; and
 - (e) period to which the payment relates.

7. Rights of a Tenant

- (1) A tenant has a right to quiet and peaceable enjoyment of the premises which includes the right to —
 - (a) privacy;
 - (b) freedom from unreasonable disturbance;
 - (c) exclusive possession of the premises, subject to the landlord's restricted right of inspection; and
 - (d) the use of common areas for reasonable and lawful purposes.

- (2) Where a tenant with the previous consent in writing of the landlord, effects improvements on the premises and the landlord determines the tenancy, such a tenant shall be entitled to claim compensation for the unexhausted improvements on being evicted or ejected from the premises.

8. Obligations of the Tenant

The tenant shall –

- (a) pay the rent at the time and in the manner agreed by the parties;
- (b) with the exception of accumulated bills by the previous occupant, on the premises, pay all existing and future rates and charges payable by the tenant;
- (c) keep the premises in good and tenantable repair, reasonable wear and tear excepted;
- (d) permit the landlord and his agents during the tenancy at all reasonable hours in the daytime after previous written notice, to view the condition of the premises and to effect repairs in necessary parts of the building;
- (e) not make any alterations or additions to the premises without the written consent of the landlord;
- (f) not assign or sub-let any part of the premises without the written consent of the landlord;
- (g) notify the landlord where structural or substantial damage has occurred to any part of the premises as soon as practicable; and
- (h) at the expiration of the tenancy, before or on vacating the premises to put the premises back into a tenantable condition or be responsible for the cost.

9. Rights of the Landlord

The landlord has a right to –

- (a) conduct inspection of the premises during the tenancy upon giving prior notice to the tenant;
- (b) insist and ensure that the premises is used for lawful purpose only; and
- (c) demand and collect service charge on the premises where required.

10. Obligations of the Landlord

The landlord shall –

- (a) not disturb the tenant's quiet and peaceable enjoyment of the premises, including not to remove the roof, cut off electricity, water supply or do anything that will interfere with peaceful enjoyment of the demised premises;
- (b) pay all rates and charges required of him by law;
- (c) not terminate or restrict the use of a common facility or service for the use of the tenants;
- (d) not seize any item or property of the tenant or interfere with the tenant's access to his personal property;
- (e) effect repairs and maintain the external and common parts of the premises; and
- (f) issue receipt to the tenant after payment of rent.

11. Tax obligation on rental income

The provisions of the Withholding Tax Regulations shall apply under this law in respect of tax payable on rental income.

12. Service charge, facility and security deposits

(1) In any case where the landlord or his agent, in addition to rent, requires a tenant or licensee to pay for –

- (a) services and facilities in the premises; or
- (b) service charges in flats or units that retain common parts on the premises,

the landlord or his agent shall issue a separate receipt to the tenant for payments received and such tenant shall be entitled to a written account at least every six (6) months from the landlord or his agent of how monies paid were expended.

- (2) In any case where a landlord or his agent collects a security deposit from a tenant to cover damages and repairs to the premises, the tenant shall be entitled to a refund of the security deposit at the determination of the tenancy, subject to the deduction of cost of repairs for any damage to the fixtures or fittings of the premises.
- (3) Where any of the charges stated in this Section is demanded, it must be clearly stated in the tenancy agreement.

- 13. Payment of professional fees**
In respect of any tenancy, it shall be the duty of the party who engages the services of a professional in respect of the tenancy agreement to pay the fees for such professional services.
- 14. Length of Notice**
- (1) Where there is no stipulation in the agreement of the parties as to the length of notice to be given by either party to determine the tenancy, the following shall apply—
- (a) a week's notice for a tenant at will;
 - (b) one month's notice for a monthly tenant;
 - (c) three months' notice for a quarterly tenant;
 - (d) three months' notice for a half-yearly tenant; and
 - (e) six months' notice for a yearly tenant.
- (2) In the case of a monthly tenant, where the tenant is in arrears of two (2) month's rent, the tenancy shall lapse and only seven (7) days' written notice of the Landlord's intention to recover possession shall be served.
- (3) In the case of a quarterly tenant, where the tenant is in arrears of three (3) month's rent, the tenancy shall lapse and only seven (7) days' written notice of the Landlord's intention to recover possession will be served.
- (4) In the case of a half-yearly tenant, where the tenant is in arrears of three (3) month's rent, the tenancy shall lapse and only seven (7) days' written notice of the Landlord's intention to recover possession will be served.
- (5) In the case of a yearly tenant, where the tenant is in default of payment of rent after three (3) months of the expiration of the lapsed tenancy, only seven (7) days' written notice of the Landlord's intention to recover possession will be served.
- (6) In the case of a tenancy for a fixed term certain, no notice to quit shall be required at the expiration of the term and unless the tenancy is renewed, the tenant shall vacate the premises.

- (7) Where the tenant holds over and the landlord intends to proceed to court to recover possession, he shall serve a seven (7) days' written notice of his intention to apply to recover possession.
- (8) The nature of a tenancy shall, in the absence of any evidence to the contrary, be determined by reference to the time when the rent is paid or demanded.

15. Service of Notices

Notices referred to under this Law shall be by proper service and must be within the hours of 8.00am and 5.00pm.

16. Service of Notices for Residential Premises

Service on a tenant of a residential premise shall be personal service, which includes but not limited to the following:

- (a) service on the tenant in person;
- (b) delivery to any adult residing at the premises to be recovered;
- (c) where the tenant cannot be found or avoiding service, by delivering same at the premises sought to be recovered by a courier service; or
- (d) affixing the notice on a conspicuous part of the premises to be recovered:

Provided that service shall be deemed to be proper if the person to be served has knowledge of the notices.

17. Service of Notices for Business Premises

Subject to any statutory provision regulating service on a registered company, corporation or body corporate, proper service on a tenant of a business premises shall be by -

- (a) personal service as in Section 16 above for an individual person;
- (b) delivery to a Director, Secretary, Trustee or other senior, principal or responsible officer of a corporate body or organisation; or
- (c) leaving it at the registered, principal or advertised office or place of business of the organisation within the jurisdiction.

18. Notices to Licensee

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

19. Tenant refusing or neglecting to give up possession

As soon as the term or tenancy on any premises has been determined either by a written notice to quit or at the end of a term certain and the tenant neglects or refuses to quit and deliver up possession of the premises or any part of it, the Landlord or his agent may serve the tenant with a written notice, signed by the Landlord or his agent, of the landlord's intention to proceed to recover possession, on a date not less than seven (7) days from the date of the notice.

PART II

PROCEEDINGS FOR POSSESSION OF PREMISES

20. Application of this Part

- (1) This Part shall apply to all tenancy proceedings in the High Courts and Magistrates' Courts of Lagos State, except for pending part-heard matters.
- (2) Where a pending cause or matter has not proceeded to trial, the court shall give such directions as may be necessary or expedient to ensure conformity with the provisions of this Part.
- (3) Notwithstanding the provision of subsection (2) of this Section, the Chief Judge may give Practice Directions, generally or in respect of a particular case, for carrying out any of the provisions of this Part.
- (4) This Part shall not apply where the person in occupation of a premises is -
 - (a) not a tenant;
 - (b) not a tenant holding over after termination of his tenancy;
 - (c) not a licensee of the owner or person entitled to possession; or
 - (d) a person claiming title to the property and entitled to possession.

21. Grounds for possession

The Court shall have power to make an order for possession of a premises on proof of any of the following grounds —

- (a) arrears of rent;
- (b) breach of any covenant or agreement;
- (c) where the premises is required by the landlord for personal use;
- (d) where the premises requires substantial repair;
- (e) issuance of necessary notices;
- (f) where an appropriate government authority has certified the building unsafe for habitation;
- (g) the premises is being used for immoral or illegal purposes;
- (h) the premises has been abandoned;
- (i) the premises is unsafe and constitutes a danger to human life or property; or
- (j) the tenant or any person residing or lodging with him or being his sub-tenant constitutes by conduct, an act of intolerable nuisance or induces a breach of a tenancy agreement.

22. Proceedings to be by Originating Summons

- (1) Where a person claims possession of a premises which he alleges is occupied solely by a person not listed in Section 20 of this Law with or without arrears of rent, proceedings may be brought by Originating Summons in accordance with Form TL6A in Schedule to this Law.
- (2) The claimant shall file the following in support of the Originating Summons:
 - (a) Affidavit stating —
 - (i) his interest in the premises;
 - (ii) rent on the property;
 - (iii) arrears of rent if any;
 - (iv) reason for requesting for possession;
 - (v) necessary statutory notices served on the tenant/licensee;
 - (vi) that the tenant/licensee has refused, failed or neglected to vacate the premises;
 - (b) all the exhibits to be relied upon; and
 - (c) a written address.

- (3) The Originating Summons, together with a copy of the Affidavit in support and Written Address shall be served on the defendant in accordance with the rules of court.
- (4) Notwithstanding any provision to the contrary, a tenant may commence an action against the landlord in respect of his tenancy or premises after service on the landlord, thirty (30) days written notice of the intention to commence the suit.
- (5) In the suit referred to under subsection (4) of this Section, the tenant shall accompany the originating process with the following:
 - (a) up to date receipt of payment of rent;
 - (b) up to date receipt of payment of utility bills;
 - (c) undertaking to keep the premises in habitable conditions; and
 - (d) undertaking to continue to pay rent and utility bills until the determination of the suit and service charge if any.

23. Defence

- (1) Where the defendant intends to oppose the summons, the defendant shall file a Counter Affidavit and Written Address within fourteen (14) days of service of such summons.
- (2) The claimant may within seven (7) days after being served with the Counter Affidavit, file and serve a reply on point of law, and may file Further Affidavit with the reply.
- (3) Where the defendant fails to file a response within the time provided in this Section, the court shall proceed with the hearing of the summons and judgment may be entered against the defendant.
- (4) Any judgment entered under subsection (3) of this Section; may be set aside upon application to the judge filed within seven (7) days from the date of delivery of such judgment only on grounds of fraud or non-service of the Summons or lack of jurisdiction and on such terms as the court may deem fit.
- (5) Unless the application under subsection (4) of this section is accompanied with receipt of payment of rent and utility bill up to date, the court shall not entertain the application.

24. Hearing

- (1) The Summons shall be fixed for hearing within fourteen (14) days after the expiration of the time limited for filing and service of reply by the claimant.
- (2) Where there is conflict in the affidavits of the parties, the court may decide the matter upon the affidavits having recourse to the relevant law or available documents or oral evidence of the parties.
- (3) The hearing of the summons may as far as practicable be held from day to day until judgment is delivered.
- (4) If the defendant or counsel representing him does not appear on the day of hearing to present his defence, his counter affidavit and written address may be deemed as duly adopted.

25. Appeal

- (1) An appeal from a judgment of the Magistrate Court shall be with the leave of court within thirty (30) days of the judgment.
- (2) An application for leave to appeal from a decision of the court shall contain copies of the following:
 - (a) a copy of the proposed notice of appeal;
 - (b) certified true copy of the judgment;
 - (c) in the case of the tenant:
 - (i) a copy of receipt of payment of arrears of rent and utility bills outstanding, if any;
 - (ii) a copy of undertaking to continue the payment of rent or mense profit and utility bills on the premises until possession is delivered to the landlord; and
 - (d) in the case of the landlord, an undertaking not to disturb the peaceful possession of the tenant until the determination of the appeal.
- (3) Where an application has been refused by the Court, an application for similar purpose may be made to the High Court within fifteen (15) days after refusal.

- (4) Where leave to appeal is granted by the Court, the appellant shall file the appeal within thirty (30) days as prescribed by this Law.
- (5) An appeal from a judgment of the High Court shall be in accordance with the provisions of -
 - (a) the Constitution of the Federal Republic of Nigeria 1999 (as amended);
 - (b) Court of Appeal Act; and
 - (c) Court of Appeal Rules.

26. Recovery of premises on a tenancy for a fixed term certain

The landlord shall be entitled to recovery of the premises where the—

- (a) tenancy is proved to be for a fixed term certain;
- (b) period of the tenancy has expired by effluxion of time; and
- (c) form or required notices have been served in accordance with the provisions of this Law.

27. Claims against Persons Unknown in unlawful occupation

- (1) Where a person claims possession of premises which is alleged to be occupied by a person in unlawful occupation, the proceedings for the recovery of the premises shall be by the summary procedure contained in the Magistrates' Courts (Civil Procedure) Rules without prejudice to the necessary need to serve upon the unlawful occupant, a seven (7) days' written notice of the owner's intention to recover possession.
- (2) Where the claimant does not know the name of a person in unlawful occupation of his premises, the claim shall be brought against "persons unknown" in addition to any other description available.
- (3) Service on the person unknown of any document or claim shall be deemed proper if served on the persons by affixing or attaching copies to the main door or some other conspicuous part of the premises that are clearly visible.

28. Provisions for Re-Entry during pendency of tenancy

Where there is a breach or non-observance of any of the conditions or covenants in respect of the premises, the landlord shall, before commencement of any proceedings serve on the tenant, a notice -

- (a) specifying the particular breach complained of; and
- (b) requiring the tenant to remedy the breach within a reasonable time or to make monetary compensation where there is no remedy for the breach.

29. Recovery of abandoned premises

(1) Where a premises has been abandoned by the tenant, the landlord shall—

- (a) issue a seven (7) days' notice of the landlord's intention to recover possession which shall be served by pasting on the abandoned premises; and
- (b) apply to the court for an order for possession and an order to force open the premises.

(2) A premises will be deemed abandoned where the —

- (a) tenancy has expired;
- (b) tenant has not surrendered possession of the premises to the landlord; and
- (c) the premises has not been occupied for a period of sixty (60) days after the tenancy expired.

30. Use of Forms

The Forms provided for under this Law and any other Forms applicable to this Law may be used in the cases to which they apply and shall be sufficient in Law, with such adaptation and modification as may be necessary.

31. Power of Court to sit on Weekends and Public Holidays

- (1) The Court may with the consent of the parties sit on weekends, public holidays and during industrial actions to hear and determine matters relating to the provisions of this law.
- (2) For the purpose of this section, filing of processes may be done electronically and the court sitting may be done virtually.

32. Virtual hearing

- (1) The Court may conduct its proceedings virtually in court rooms or any other location.
- (2) Virtual hearing shall be by means of any audio-visual platform approved by the Court and a link will be provided to enable the parties, their counsel and the public to observe the virtual proceedings.
- (3) Where the Court adopts virtual hearing for any proceeding in a matter, the Registrar shall notify the parties.
- (4) All rules and practices on decorum and etiquette during physical hearing shall be observed by Counsel and parties during virtual hearing, unless otherwise directed by the Court.
- (5) Cases for virtual hearing shall be stated in the cause-list of the Court by the Registrar or any other means of communication as may be directed by the Court; and shall be communicated to the parties or their counsel either by e-mail or other electronic means.
- (6) It shall be the duty of the Court to give directives on the conduct of virtual hearing, and same shall be in accordance with any relevant law, Rules of Court and any Practice Direction made pursuant to the Law.

33. Unreasonable increase of rent

- (1) Subject to any agreement to the contrary, an existing tenant may apply to the Court for an order declaring that the increase in rent imposed by the landlord as payable under a tenancy is unreasonable.
- (2) In determining whether an increase in the rent is unreasonable, the Court shall issue hearing notice to the landlord and shall consider the application on the following grounds—
 - (a) the general level of rents in the locality or a similar locality for comparative analysis;
 - (b) evidence of witnesses of the parties; and
 - (c) any special circumstances relating to the premises in question or any other relevant matter.

- (3) If satisfied that the increase in the rent is unreasonable, the Court, after due consideration may order that the increase in the rent be changed to a specific amount.
- (4) Notwithstanding the provisions of any Law, it shall be unlawful for a landlord to eject a tenant from any premises pending the determination of the action filed pursuant to subsection (1) of this section.

34. The Court as Receiver of refused rent

In any proceedings under this Law, where a landlord refuses to accept the current rent from a tenant, the tenant may, on application to the Court, pay such rent to the Court.

35. Landlord may claim Mesne Profits or money for use and occupation of premises

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

36. Mediation

- (1) In proceedings under this Law, the Court shall promote reconciliation, mediation and amicable settlement between the parties.
- (2) The Court may with the consent of the parties, refer any matter before it or any part of it to mediation at a Citizens' Mediation Centre, Lagos Multi-Door Court House or any other Alternative Dispute Resolution centre or office.
- (3) The duration of the mediation proceedings shall not exceed thirty (30) days from its commencement and in the event that mediation fails, the matter shall proceed to trial.
- (4) Notwithstanding the provisions of subsection (2) of this Section, any of the parties to a tenancy dispute may initiate a mediation proceeding at the Citizens' Mediation Centre, Lagos Multi-Door Court House or any other Alternative Dispute Resolution centre or office.

37. Enforcement of Alternate Dispute Resolution Agreement

- (1) A duly authenticated original of a Memorandum of Understanding or a certified true copy signed by the parties at any Mediation Centre or Office to which the parties have submitted themselves may be filed before the Court by any of the parties to the mediation by way of an ex parte application.
- (2) Any mediation agreement filed before the Court in accordance to this section, shall be made a consent judgment of the Court.

PART III

ENFORCEMENT OF ORDER OF THE COURT

38. Enforcement of Order of Court

If an order of possession is not obeyed at the expiration of the time ordered by the Court and the order can be proved to have been served on the tenant, the Court at the instance of the landlord shall issue a warrant for possession.

39. Issuance of Warrant for Possession

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

40. Forms and purpose of Warrant for Possession

A warrant for possession shall entitle the landlord to be put in possession of the premises to which the warrant relates and the certificate of warrant of execution shall be issued.

41. Duration of Warrant

Notwithstanding any provision in any other Law, a warrant for possession shall bear the date after the day mentioned in the order for possession of the premises in question and shall be in force for three (3) months from such date:

provided that the warrant may be renewed every three (3) months but shall not exceed three (3) renewals.

42. Warrant for Possession justifies entry on premises

A warrant to give possession of the premises to the person named in the warrant or to whom it may be directed, shall justify entry with such assistance as deemed necessary and be given possession of the premises: provided that no entry on such warrant shall be made on a Sunday or public holiday.

PART IV

OFFENCES AND MISCELLANEOUS PROVISIONS

43. Offences and penalties

(1) Subject to the provisions of any Law –

(a) any person who demolishes, alters or modifies a building to which this law applies with a view of ejecting a tenant and without an order of the Court; or

(b) any person who, with a view of disturbing the quiet enjoyment of any tenant as provided for in this law –

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

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

(iii) wilfully damages any premises,

commits an offence and shall be liable on conviction to a fine not less than One Million Naira (₦1,000,000:00) or a maximum of six (6) months' custodial or non-custodial sentence or both.

(2) Any person who wilfully and unlawfully destroys or damages any property of the other party in the demised premises commits an offence and is liable on conviction to –

- (a) the cost of repairs of the damaged property; and
 - (b) an imprisonment not exceeding a term of two (2) years.
- (3) Any person who –
- (a) resists, molests, assaults, or in any way obstructs an officer of the Court or any other person from carrying out an order of the Court to serve any process or execute a warrant for possession; or
 - (b) has been put out of possession by virtue of a warrant for possession, and unlawfully retakes possession of the premises after possession has been given to the landlord,
- shall be charged with contempt and is liable on conviction to a fine not exceeding One Million Naira (₦1,000,000.00) or a maximum of three (3) months' imprisonment.
- (4) A tenant who rents any premises under this Law for use for an unlawful purpose commits an offence and is liable under the relevant Law.
- (5) Any person who obtains an order of Court in respect of any premises under this Law by intentionally providing false information commits an offence and is liable on conviction to a fine not exceeding One Million Naira (₦1,000,000.00) or a maximum of one (1) years' imprisonment.

44. Repeal

The Tenancy Law Cap. T1 Laws of Lagos State 2015 is repealed.

45. Citation and commencement

This Law may be cited as the Lagos State Tenancy and Recovery of Premises Law and shall come into force on ... day of 2025.

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MR. BABAJIDE OLUSOLA SANWO-OLU
 Governor of Lagos State