AN EXAMINATION OF TENANT EVICTION IN ANAMBRA STATE, NIGERIA

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Abstract
This study examines the causes and methods of tenant's eviction in property management practice in Anambra State, Nigeria with a view to suggesting measures aimed at reducing its incidence. Descriptive survey research design was employed for the study. The population consisted of 150 professional and practicing Estate surveyors & Valuers within Nnewi, Onitsha and Awka which comprises the three major cities in the State. The instrument for data collection was a structured questionnaire, interviews and other secondary sources. Data collected were analyzed using descriptive statistics, percentage and 5-point likert scale. The study's result revealed that rent default, damage of property, holdover, owner's usage and breach of other covenants are the major reasons for evictions. The most significant method adopted for evicting tenants was quit notice. This study provides a basic guideline for policy makers to seek a solution to eviction problems. It also recommended that an alternative method of eviction which is relatively less expensive and time consuming should be employed.

Keywords: Property Management, Eviction, Tenants.

Introduction

The term 'eviction' describes the practice of involuntary removal of person(s) from their homes. It is frequently associated with a range of related terms such as premises recovery, ejection, relocation, dislocation, expulsion and displacement. Although the causes of tenant eviction can be varied, in most instances, it arises as a response of landlord to unruly violation of the lease by tenant. Different methods have also been used in different places. The consequences of eviction are highly disturbing, particularly when we look more closely at its local impacts– on individuals, families and communities (Leckie, 2010 and Taribo, 2011; Landlord and Tenant Board, 2012; NCH, 2012 and Moneke, 2009). Also of great concern is the impending eviction of thousands of families living in various categories of rental properties across the country.

Tenant eviction according to Ibrahim and Olatoye (2013) describes the practice of involuntary removal of person(s) from their homes. It is frequently associated with a range of related terms such as premises recovery, ejection, forced removal, relocation, dislocation, expulsion and displacement.

It cannot be changed while it is in effect unless both parties agree (Boulder, 2012). Both landlord and tenant have some obligations to respect under the tenancy agreement. Whenever there is a conflict between the landlord and tenant arising from breach of lease terms, eviction may be inevitable especially when other forms of settlement are not feasible (Ojo, 2007). Different methods have been used in different places. While tenant eviction raises a lengthy series of human, social, economic and political considerations, this study will examine the practice primarily within the purview of property management. A very important aspect of the activities involved in property management is dealing with leases and most importantly, dealing with tenants to facilitate a good landlord-tenant-manager relationship.

Property management problems would reduce considerably if tenants comply with the rules, covenants and conditions of a tenancy. Even where this is possible, some other

reasons would make it imperative to terminate some tenancies. In property management, tenant eviction is almost inevitable although some precautions may be taken to avoid it. It is a global phenomenon, occurring in all parts of the world, both developing and developed countries (COHRE, 2004). A Landlord who wants to terminate a tenancy and recover possession of his property from a tenant for whatever reason must observe due diligence and lawful procedure to achieve his objective. Self-Help is an extra-judicial remedy to enforce or protect a right, where the Landlord employs self-help, it must be lawful otherwise he will be criminally liable for his actions (MBIE, 2013; Momah, 2011; Moneke, 2009). In Nigeria and particularly in the study area Anambra State, most tenants, landlords as well as property managers have suffered untold hardship, tremendous financial loss, social stigma and various degrees of disgrace from the problems that culminated in tenant eviction. The main thrust of this paper is to identify and examine the causes and methods adopted for tenant eviction in residential and commercial property markets in order to improve upon property management generally and more specifically in Anambra State, Nigeria.

Aim and Objectives of the Study

The aim of this study is to examine cases of tenant eviction in property management practice in Anambra State with a view to proffer solutions that will make the tenants and landlords see themselves as partners in progress. In order to achieve the above stated aim, the following specific objectives were pursued;

- To examine the major causes of tenants eviction in Anambra State.
- To determine the effects of eviction on tenants in Anambra State.
- To determine the methods of tenants eviction in the study area.
- To examine the problems emanating from this cases of tenant eviction.
- To suggest solutions of eviction of tenants.

Research Questions

- What are the major causes of tenant eviction in Anambra State?
- What are the effects of eviction on tenants in Anambra State?
- What are the methods of tenant's eviction in the study area?
- What are the problems emanating from cases of tenant eviction?
- What are the suggestions to proffer solutions of eviction of tenants?

Literature Review

Concept of Tenant Eviction

Ordinarily, eviction means removing a tenant from the premises in which they live by legal proceedings, for a particular reason known to the Landlord. Its professional meaning is given as "a legal proceeding by a lessor (landlord) to recover possession of property" (Friedman 2014). When a tenant fails to comply with the lease agreement, the landlord may seek eviction of the tenant to terminate his rights to use the property. The Wikipedia (2011) defined eviction as "a legal process by which a landlord forces a tenant to move out of the landlord's property involuntarily and usually permanently".

Texas Low Income Housing Information Service (2006) refers to eviction as "a lawsuit filed by a landlord to remove persons and belongings from the landlord's property". In Texas law, these are also referred to as "forcible entry and detainer" or "forcible detainer" suits. There are hundreds of cases filed every day with Texas justice courts (also called justice of the peace or J. P. courts). In British Colombia Canada, eviction, also known as "unlawful detainer", "summary possession", or "forcible detainer" in some jurisdictions, is the removal of a tenant from rental property by a law enforcement officer. Before a tenant can be evicted, a landlord must win an eviction lawsuit (Wikipedia, 2011). In Australia,

Residential Tenancies Act 1995 and Regulations described eviction as a legal process to force the tenant to leave the rented premises (South Australia Central, 2006). An eviction is a court action a landlord must use to remove a tenant from an apartment or room (The Legal Assistance Resource Center of CT, 2006). In some areas, landlords can evict their tenants without cause. In other areas, the law requires landlords to have a "just cause", which usually includes non-payment of rent or damaging the property. There is a general trend towards requiring just cause for eviction and this portends danger for efficient housing delivery (Carroll, 2008). In Nigeria, just cause is necessary for an eviction suit to favor the landlord (ACN, 2011; Lagos State Government, 2011; Nigeria Property Centre, 2012). Eviction can be actual, constructive, partial or retaliatory in nature (Friedman et al., 1997; RHOL, 2006): Actual eviction exists where one is removed from the property either by force or process of law. When it is by the process of law it is called Legal eviction (Aaron, 2003). It requires that a proper notice is served requiring the tenant to vacate the apartment within a specified time interval, and court process is used to follow up when the tenant dishonors the notice. Constructive eviction exists when, through the fault of the landlord, physical conditions of the property renders it unfit for the purpose for which it was leased. A tenant who has been consecutively evicted has a number of legal recourses. He may be able to terminate the lease, order constructive eviction, and end liability for future rent payments (Burke and Snoe, 2008). Partial eviction exists where a tenant is deprived of a portion of the property for example, where a substantial modification is required on one side of the building, the landlord and the tenant may agree to a partial eviction from the property because of the disruption to be caused by the work. The tenants rent will be reduced accordingly. Retaliatory eviction according to Aaron (2003) and RHOL (2006) occurs when a landlord attempts to evict a tenant in response to some (legal) action taken by the tenant. Eviction suit could be dismissed if the tenant provides reasons to convince the court that it is retaliatory.

Concept of Management

Chika (2006) defines management as the systematic process of planning, organizing, leading and controlling resources (land, labor, capital, and entrepreneurship) in order to achieve set goals. Whereas, McFarland (2015) defines management as a process by which managers create, direct, maintain, and operate the purposive organization through systematic, coordinated, cooperative human effort.

Functions of a Property Manager

The property manager is mostly concerned with the interpretation and implementation of the owner's policy and interests. He purposes and gives advice on the alternative courses of action. The property manager must protect the interest of his client by making sure that financial and legal protections are guaranteed. The responsibility of the property manager covers the operation of the property investment (Hemuka, 2010).

According to Ibrahim (2014), Olayonwa (2000) and Colorado State (2005); the functions of the property manager includes:

1. Determination of rental values, the collection of rents, safekeeping of the rents collected and rendering of accounts.
2. Making sure that records and register that will provide necessary data on the property are kept.
3. Ensuring good rent-paying tenants through careful selection, renewals, termination, negotiating and agreeing to terms and determining that tenancies/lease/sub-leases are well documented and consents given where necessary.
4. Making sure covenants and other development are implemented.
5. Dealing with the tenement, water rates and remitting same to appropriate authorities.

6. Making an adequate insurance policy plan for the property.
7. Making sure that services are provided to the satisfaction of owners and tenants.
8. Carrying out periodic inspection, maintenance, and repairs.
9. Selection and supervision of staff engaged directly and exclusively for a given property.

Major Causes of Tenants Eviction

Eviction is to force somebody to pack out of the house they are living in usually permanently and for stated reason. It is a lawful step taken usually by the lessor (landlord) to recover possession and the righto use his property from a defaulting tenant. Both the landlord and the tenant have some obligation to respect under tenancy agreement. Several types of evictions have been identified, and they include;

i. Actual
ii. Constructive
iii. Partial or
iv. Retaliatory Evictions

Actual: Actual eviction exists where one is removed from the property either by force or through the process of law.

Constructive: When it is by the process of law, it is called legal eviction; this however requires the serving of proper notice on the defaulting tenant to vacate the premises within a specified time frame and court process is used to follow up when such a tenant dishonored the notice. The eviction becomes constructive where it is the fault of the landlord or physical condition/ nature of the property that render property unfit for the purpose for which it was leased. A tenant who has been constructively evicted has a number of legal recourse; as such tenant may terminate the lease (Burke and Snow, 2008).

Partial: Partial eviction exists where a tenant is deprived of portion of property. For example where a substantial modification is required on one side of the building, the landlord and the tenant may agree to a partial eviction from the property because of the disruption to be caused by the work.

Retaliatory Evictions: Retaliatory eviction occur when a landlord attempts to evict a tenant in response to some legal action taken by the tenant. Though retaliatory eviction suit could be dismissed, provided the tenant can provide evidence that can prove beyond reasonable doubt and convince the court that it is retaliatory (Aaron, 2003; RHOL, 2006). Although the reasons for evicting tenants can be varied, some of the common factors identified from literature as grounds for tenant eviction in real estate practice are:

1. non-payment of rent,
2. violation of other lease covenants,
3. health and safety issues,
4. criminal acts,
5. unruly behavior and requisition of the premises for personal use by the landlord

Non-payment of rent: On any day following the day the rent was due, when the tenant failed to pay, the landlord can serve a termination notice to be effective ten days after the date the notice was served. The tenant may within five days after receipt of the notice pay all rents due and the notice of termination is then void (University of British Columbia, 2004). If the tenant refuses to pay or move out, eviction procedure may commence. Rent arrears is the commonest of all the reasons for tenant eviction (ACN, 2011; Nigeria Property Centre, 2012; Topham, 2012; Land Registry for England and Wales, 2012; MBIE, 2013; Michigan Legal

Aid, 2012; Hartman and Robinson, 2006; Mitchell, 2003; Amos, 2006). The vast majority of residential evictions are for non-payment of rent, which are usually treated as a summary proceeding and do not require a trial of fact (RHOL, 2006). Regarding rent arrears in Scotland, non-payment of rent for a period exceeding three months is sufficient grounds for a Sheriff Court to grant a repossession order whether the lease is an assured tenancy or a short assured tenancy (The Housing (Scotland) Act, 1988). However, the law in England and Wales regarding private sector tenancies, the Housing Act (1988) provides that if the tenant owes more than two months or eight weeks rent, then the Judge must award a repossession order (HowToBooks, 2006). For non-payment of rent, the tenant must be fourteen days in arrears before a landlord serves the notice.

Eviction for cause: The identified grounds on which a landlord can terminate a tenancy agreement for cause are disturbance of other tenants, extraordinary damage to the property, abuse of the property, failure of tenant to pay security deposit within 30 days of signing tenancy agreement, knowingly misrepresented the property to a prospective tenant or purchaser, serious infringement on safety and other lawful right or interest of landlord or other tenants, unreasonable number of people occupying the premises, breach of reasonable term of agreement, frustration of the agreement, assignment or subletting of premises without landlord's consent, break a serious law like prostitution, or buying and/or selling drugs; and government's order to vacate the premises relative to safety, health, fire prevention or zoning (University of British Columbia, 2004; Spitzer, 2006; Chavis, 2006; U. K. Deputy Prime Minister, 2005; Kyle and Kennehan, 1979; Carroll, 2008). Where there is a breach of the agreement by the tenant, he must be given at least seven days to remedy the breach and then at least a further seven clear days to vacate, if the breach is not remedied.

Requisition of premises for personal use by the landlord*;* whenever the landlord requires the property for his personal purpose, the tenant may be required to vacate the property. A landlord may terminate the tenancy agreement on the ground that he requires the property for his personal use but proper notice must be given to the tenant (Aluko, 1998; University of British Columbia, 2004).

Holdover; Where the term granted under a lease expires, the tenant is expected to vacate the premises, or renew the tenancy with the consent of the landlord. In absence of any of these, the tenant overstays so the landlord may evict to recover possession (Spitzer, 2006).

Tenants can be evicted from premises for several reasons ranging from default in rent payment to the breaching other tenancy/ lease agreement and other grounds as identified in literature (see Aaron, 2003; Amos, 2006; Ojo, 2007; Lagos State Government, 2011; Land Registry for England and Wales,2012; Government of Dubai, 2007; Nigeria Property Centre, 2012; e-How, 2013; Department of Commerce,2012, Minnesota Judicial Branch, 2013; Dabara, Ankeli, Adeyanju, and Odewande, 2014).

According to Oni (2010) default occurs when a tenant does not pay the rent specified in the tenancy agreement. The default can also pertain to other breach in the terms of the lease (for example, by adopting a dog when pets are not allowed). He observed that failure to pay rent is the most frequently committed breach by tenants and is the most common cause of eviction in Lagos State while this is not the case in Ede North as the rate of default in rent payments amongst the tenants in Ede North is minimal compare to other factors. In a survey of 7 Estate Surveyors and 10 Housing Agents 5 and 8 (representing 71.4% and80%) stated that tenants usually pay their rents before the due date. In other words, the study revealed that defaults are in other areas of the covenant but not in the area of rent payment. Responses from the respondents interviewed revealed that 78% defaults are in criminal acts and unruly behavior.

Oni (ibid) citing the Nigerian Supreme Court judgment in the case of *African Petroleum Ltd vs. Owodunni (1991) 8 NWLR pt. 210 pg.391*, asserted that Moneke (2009) stated that a statutory tenant cansue the landlord for trespass to land because he stands in the same position as if the contractual tenancy is still extant and tenants can be ejected only on valid grounds upon application to a Court of competent jurisdiction or a Rent Tribunal. The grounds are:

1. That the rent lawfully due by virtue of the law is in arrears of three months after it became due; or
2. that the tenant has been guilty of the breach of an express covenant or agreement of the tenancy; and
3. That the tenant has given notice of his intention to quit as a result of which the landlord has contracted to sell or let the premises or has taken such other steps that are likely to put him in difficulty if he could not obtain possession.

Other grounds are:

a. The premises are reasonably required for any purpose which is in the public interest;
b. That the tenant or any person residing or lodging with him or being his sub-tenant has been guilty of conduct which is nuisance or annoyance to adjoining occupiers, or has been used as a brothel, etc;
c. That the premises are so overcrowded as to be dangerous or injurious to the health of the co-tenants; or
d. That the premises are subject of an abatement notice issued by a public authority - such notice is given where the premises is in a dilapidated state and poses imminent danger to inhabitants; or
e. That the premises require substantial repair on account of which it is necessary for the tenant to vacate possession -except where ejection will cause serious hardship for the tenant; or
f. That the premises are required by the landlord for his occupation, for any of his children above 18 years, or for his parents.

He also stated that eviction follows four steps, which are: valid Reasons for Evicting Tenant such as;

1. Failure to pay rent,
2. Repeated violations or the breach of a lease clause must be established;
3. Tenant must be given adequate written notice to terminate the tenancy,
4. Following state and local eviction procedures; a lawsuit to evict the tenant if the tenant does not move or correct violations after receiving a termination notice; and, owner or agent must realize that the tenant may mount a defense against the eviction lawsuit and this may increase the time of the eviction process.

Population of the Study

This study was restricted to Estate Surveyors and Lawyers. These set of people have been identified to represent the population of study in this research following the fact that they were mainly involved in eviction cases.

The population for the study consists of 150 Estate surveyors and lawyers practicing in Anambra State, namely; Twenty-five (25) Estate Surveyors and (25)lawyers from each of the three major cities in Anambra State (Awka (50), Onitsha (50) and Nnewi (50). The population size of 150 was used because it is manageable.

Data Presentation and Analysis
Analysis of Questionnaire Response Using the Frequency Table
Section A: Background Information

The presentation, analysis and interpretation of all the data collected are presented and analyzed which shows the number of administered and retrieved questionnaires. They are based on the objectives and research questions that guided the research.

Table 1: Return Rate of Questionnaire

Questionnaire	**Frequency**	**Percentage (%)**
Total No of Questionnaire Administered	160	00.00
No of Questionnaire Received	150	93.8
No of Questionnaire not Received	10	6.2
Total		**100**

Table 1 shows that a total number of 160 questionnaires were distributed to the respondents based on a stratified random sampling. Out of the 160 questionnaire distributed, 150 were completed and returned which corresponds to a response rate of 93.8%. The response rate was high because research assistants were used by the researcher in distributing and returning the questionnaire. The response rate of 93.8% is therefore reasonably high and adequate for the study. The rest of the questionnaire were either not properly completed or returned uncompleted. The ones not properly completed were disregarded because they were not usable. No reason was given by the respondents for the uncompleted questionnaire.

Table 2: Population Distribution of Questionnaires to the professionals

Name of the stakeholders	**No of Questionnaire Distributed**	**Percentage (%) of Response**
Estate Surveyors	96	64
Lawyers	54	36
Total	**150**	**100**

Table 2 shows that a total 148 questionnaires distributed to various stakeholders in property management. The rates of responses were as follows 96 Estate Surveyors representing 64% of the respondents and 54 lawyers representing 36% of the respondents.

Table 3: Respondents' years of Experience

Years of Experience	**No Respondent**	**Percentage**
Less than 5 years	32	21.3
5 – 14 years	70	46.7
15 – 20 years	40	26.7
Above 20 years	8	5.3
Total	**150**	**100**

Table 3 shows that the respondents were well experienced in the field that they could make useful contributions in the study. Respondents with less than 5 years were 32 respondents with 21.3 percent of the total respondents. Respondents with over 5 to 14 years were 70 respondents with 46.7 percent of the total respondents. A total of 40 respondents

have between 15 to 20 years of experience with 26.7 percent. Respondents with over 20 years were 8 respondents with 5.3 percent of the total respondents.

Table 4: Rating the Major Causes of Tenants Eviction

S/N	**Causes for eviction**		Strongly Agree (5)	Agree (4)	Undecided (3)	Disagree (2)	Strongly **Total** Disagree (1)	Mean
1	Rent default		140	10	0	0	0 **150**	4.93
2	Breach of other covenants		36	96	8	10	0 **150**	4.05
3	Holdover		96	16	24	8	6 **150**	4.14
4	For owners use		24	96	10	20	0 **150**	4.30
5	Damage to the property		32	98	14	2	4 **150**	4.01

Table 4 above shows the respondents rating of major causes of tenants' eviction. Response of the respondents showed that the major causes of tenants eviction are; rent default, Breach of other covenants, Holdover and for owner's use and other related issues. The analysis shows that the mean score of the data collect accepted that rent default by the tenant is always the major cause of tenant's eviction in the study area.

Table 5: Rating the effect of Eviction

S/N	**Effects Tenant Eviction**	Strongly Agree (5)	Agree (4)	Undecided (3)	Disagree (2)	Strongly Disagree (1)	Total	Mean
6	Displacement of family	30	16	24	80	0	150	2.97
7	Embarrassment	70	64	8	8	0	150	4.30
8	High cost of resettlement	54	72	8	16	0	150	4.09
9	Loss of personal property	60	58	16	8	8	150	4.02
10	Enmity	16	24	26	56	28	150	2.62

The data in table 5 indicates the respondents' mean rating on the effects tenant eviction, Anambra State. The respondents agreed that Displacement of family, disgrace, High cost of resettlement, loss of personal property and Enmity among others are effect of Tenants Eviction in Anambra State.

Table 6: Rating the Methods of Tenants Eviction

S/N	Methods of Tenants Eviction	Mean	Standard deviation	Remark
6	Quit notice	3.83	1.96	Agreed
7	Court action	3.85	1.96	Agreed
8	Inter-personal resolution	3.04	1.74	Agreed
9	Self-help	3.13	1.77	Agreed
	Weighted Mean	**3.50**		

The data in table 6 indicates the respondents' mean rating on the methods of tenant's eviction in Anambra State. The respondents agreed that Quit notice, Court action, Inter-personal resolution, Self-help are some of the methods of tenant's eviction in Anambra State.

Eviction by quit notice is the most prominent during the period under review for residential and commercial properties. The court action and quit notice are much related. Before the eviction procedure can get to court, quit notice must have been served appropriately. Most tenants will vacate the premises latest by the expiration of quit notice. However, the other tenants that refuse to respect the stipulations of the quit notice are dragged to court. Notice to quit and court actions are the legal methods supported by statutory provisions for tenant eviction and that is the reason why they are most commonly employed by the professionals. However, with the weighted mean of 3.50, it means that the respondents generally agreed that all the items are methods of eviction of tenant's in Anambra State.

Table 9: Problems emanating from cases of eviction of tenants

S/N	**Causes for eviction**	Strongly Agree (5)	Agree (4)	Undecided (3)	Disagree (2)	Strongly Disagree (1)	Mean
1	Economic hardship	62	72	0	8	8 150	4.14
2	Ignorance of tenants in terms of studying agreement	16	16	64	48	8 150	2.93
3	Employment opportunities	0	0	32	56	62 150	1.80

The responses shown in table 9 also reveal that majority of the problems emanating from cases of tenants eviction includes; Economic hardship, Ignorance of tenants in terms of studying

Agreement and Employment opportunities with weighted mean of 4.14.

Table 10: Mean ratings of respondents on the suggestion to proffer solution to eviction of tenant in Anambra State.

S/N	Items	Mean	Standard deviation	Remark
16	Having a good tenant history	2.75	1.76	Agreed
17	Ability to pay principal	2.66	1.78	Agreed
18	Having tenants bio data	3.58	1.67	Agreed
19	Getting information of their previous tenancy	3.14	1.81	Agreed
	Weighted Mean	**2.94**		

Data in table 10 indicate the respondents' mean rating on the suggestion to proffer solution of eviction on tenant in Anambra State.

The respondents agreed that having a good tenant history; ability to pay principal, having tenants bio data, getting information of their previous tenancy among others are some of the suggestion to proffer solution of eviction on tenant in Anambra State as indicated by their mean responses which are all above 2.50 mid-point. However, with the weighted mean of 2.94, it means that the respondents generally agreed that the listed are suggestion to proffer solution of eviction on tenant in Anambra State.

Presentation of Selected Cases on Eviction of Tenants in the Study Area

Case One: Between Sir Anthony O. Ibeh and Innocent Enwelani on Tuesday the 4th Day of December, 2018 mol/1452/18. (See Appendix B)
The cause of the eviction was rent default the Defendant was owing the plaintiff arrears of rent totaling N180, 000 and the method used for the eviction was court action. The judgment is hereby entered in favor of the plaintiff against as follows:

a. Defendant is to vacate and deliver up possession on or before the end of February 2019.
b. Defendant is also ordered to pay arrears of rent.

Case Two: The case between Ononenyi Kwenloh (Plaintiff) and Iyke Jiroh (Defendant). In this case the plaintiff demanded for the possession of the warehouse and premises with appurtenances at No 21 Oguta road, Onitsha default, the defendant was owing the plaintiff arrears of rent N14, 000 monthly from October 2015 to February, 2016 which is N70, 000 (seventy thousand naira) only.
Method of eviction: The defendant was served a copy of 3 months' notice and 7days notice that is to say that the method used was quite notice and court action.

Case Three: This case is between Mr. Perpetua Ugwudike (plaintiff) Vs Mr. Ezeigwe chukwudi (Defendant) on 23rd day of February, 2017. This case is a recovery of premises which the defendant possess, a 3rooms flat/premises situate at No 4 Enugu Ukwu crescent,

Federal Housing, Trans-Nkisi, Onitsha. The cause of the eviction was based on the owner's personal use and rent default. The method applied, the plaintiff tried using self-help/interpersonal solution but to no avail; he now used quit notice and court action to evict tenant. The condition given by the court to the defendant was to deliver possession of the 3bedrooms flat premise and appurtenances situate at No. 4 Enugu-ukwu Crescent, Federal Housing, Trans-Nkisi, and Onitsha on or before the month of December, 2014.

Case Four: This case was between Benjamin Akubueze (plaintiff) vs Mr. Chinedu Onyekwere (Defendant) on Tuesday the 16th day of October, 2018. The plaintiff claimed possession of two bedroom flat and premises with the appurtenances situate at No. 1 Kobobuego Street, 3-3 Federal Housing Estate, and Onitsha.

Mense profit at the rate of N15, 000 per month from 1st day of December, 2017 until possession was given up. The reason for the eviction was that the defendant has been in arrears of rent (rent default) from January, 2018 and is not regular with the payment of his rent and also that eh plaintiff wish to make personal use of the said premises. And for him to recover possession he served quit notices which was the method of eviction applied. Therefore the condition given to the defendant is to deliver immediate possession of the two bedroom flat and pay mesne profit at the rate of N15, 000 from the 1st day of January 2018 until the possession is given up, the defendant is also ordered to pay N20, 000 cost of this suit.

Case Five: In the case of Ikechukwu Mbah (plaintiff) vs Stamachiso Multipurpose Co-operative Society Ltd held on Thursday the 11th day of October, 2018. The plaintiff claims possession of four (4) shops and premises with appurtenances thereto situate at No OSMDA BLK C33.32, 46, 45 situate at Ochanja central market, Onitsha.
The cause of the eviction was rent default (Arrears of rent totaling N248, 000). The method of eviction applied was quit notices. The condition given by the court to the defendant is to deliver possession of the said shop and pay mesne profit at the rate of N8,500 per month from February, 2018 till possession is given up.

Case Six: This is the case between Mrs. Grace Obumse Vs Mr. Peter Nweke held on Tuesday the 10th day of December 2018. The plaintiff claim possession of one room apartment, arrears of rent of N4, 500 for 2months and mesne profit at the rate of N4,500 until possession is given up. The reason/cause of eviction in this case is arrears of rent (rent default) and personal use of the said apartment by the plaintiff and the method of eviction used is quit notice and court action.
The court granted judgment in favour of the plaintiff; the defendant is given the condition to deliver possession of the one room apartment on or before the 10/01/2019.

Case Seven: The case between Michael Obiekwe (plaintiff) and Chukwuna Onoli held on August, 2017, the claim of the plaintiff is for immediate possession of one room with appurtenances thereto situate at Ezeoye village Nibo in Awka south local government area.
The reason/cause of eviction or ejection is nuisance or breach of other covenants i.e. smoking of Indian hemp and generally bad behavior. The method used to evict the tenant is quit notice/court action of owner's intention to recover possession from his son.

Discussion of findings

The implications of the above findings are many. First, the qualitative and quantitative housing problems remained substantial in Nigeria. Eviction is a hidden problem that confronts many and constitutes a major problem for most productive men and women in the society. The implication here is that most people live in constant fear of eviction and this represents traumatic living condition which will have negative impact on real productivity

of average persons involved. Rent default is the most prominent cause of eviction especially in residential property sector. Whether any downward trend in evictions can be achieved depends largely on the future trend of rent arrears and this could be significantly affected by the level of income. To a very small extent, the future trend of evictions is also dependent on the changing incidence of other causes of eviction and how they are addressed.

Conclusion

Tenant evictions do more harm than good to both the Estate Surveyors and Valuers and the evicted tenants. Literatures have shown that tenant eviction has resulted into the death of so many and the cause of poverty, homelessness, problem in many homes, lead to enmity, loss of income and time wastage for litigation and it may also earn bad reputation for the manager especially where the case is lost. Legal practitioners in the country these days use eviction cases to test their legal competence which most often prolong the eviction process and lead to large income losses and high expenses for small property owners as well as promote dysfunctional environments in rental properties where bad tenants are allowed to remain. It in this light that this paper recommends a more effective and efficient rent edict in all the states of the federation and a robust national housing policy programme that will take the plight of the vulnerable groups into consideration, development national property database where valuable and detailed information on causes and consequences of tenant evictions will be stored. The national mandatory continuous professional development of the Nigerian Institution of Estate Surveyors and Valuers should focus more on practical issues as this.

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