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**CONTEMPORARY ISSUES
AND SUSTAINABLE PRACTICES
IN THE BUILT ENVIRONMENT**

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**Federal University of Technology Minna, Niger
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Volume 1

Editors

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School of Environmental Technology,
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FOREWORD

The organising committee of the 2nd School of Environmental Technology International Conference is pleased to welcome you to Federal University of Technology Minna, Niger State Nigeria.

The conference provides an international forum for researchers and professionals in the built and allied professions to address fundamental problems, challenges and prospects that affect the Built Environment as it relates to Contemporary Issues and Sustainable Practices in the Built Environment. The conference is a platform where recognised best practices, theories and concepts are shared and discussed amongst academics, practitioners and researchers. The scope and papers are quite broad but have been organised around the sub-themes listed below:

- Architectural Education and ICT
- Building Information Modeling
- Construction Ethics
- Energy efficiency and Conservation
- Environmental Conservation
- Facility Management
- Green Construction and Efficiency
- Health and Safety Issues
- Information Technology and Building Maintenance
- Information Technology and Construction
- Information Technology and Design
- Innovative Infrastructure Development
- Resilient Housing Development
- Smart Cities Development
- Social Integration in Cities
- Sustainable Building Materials Development
- Sustainable City Growth
- Sustainable Cost Management
- Sustainable Property Taxation
- Sustainable Architectural Design
- Sustainable Urban Transportation Systems
- Theory and Practices for Cost Effectiveness in Construction Industry
- Urban Ecology Management
- Urban Land Access
- Disasters, Resilient Cities and Business Continuity

We hope you enjoy your time at our conference, and that you have the opportunities to exchange ideas and share knowledge, as well as participate in productive discussions with the like-minded researchers and practitioners in the built environment and academia.

Local Organising Committee

**School of Environmental Technology International Conference (SETIC) 2018
APRIL 2018**

ACKNOWLEDGEMENTS

We have tried to build on the success of the maiden of SETIC held in 2016 which came with good feedbacks and memories. The success of the 2nd School of Environmental Technology International Conference holding at the Main Campus of the Federal University of Technology Minna, Nigeria is predicated on the support and goodwill from Vice-Chancellor of Federal University of Technology, Dean School of Environmental Technology and many other highly motivated people.

I sincerely wish to appreciate you for attending this Second edition of SETIC and to warmly welcome you to the city of Minna the capital of the *POWER STATE*. It is a great honour to have you in the beautiful campus of Federal University of Technology Minna, Nigeria. I am aware of the great sacrifices made by many of you to be present in this occasion and I will definitely not overlook the long distances some of you have had to cover to get to the conference venue. We genuinely appreciate all your efforts. It is our singular hope and desire that this 2nd edition of the conference (SETIC 2018) meets your expectations and gives you unquantifiable experience and tremendous developmental networking opportunities for a life fulfilling career.

We are grateful for the presence of the Vice Chancellor of the Federal University of Technology Minna Professor Abdullahi Bala whose leadership and distinguished academic career has served as inspiration and encouragement to many academics within and outside Nigeria. His desire to continue on the path of greatness for this Humble University of ours has seen the University become a destination for International conferences, Public lectures, Book Development, Presentations and Seminars that meet International standards. We are happy to have you as the Chief host to declare the conference open and deliver the welcome address.

We are grateful to the former Dean of School of Environmental Technology, Federal University of Technology Prof A.M. Junaid and the Ag. Dean of School of Environmental Technology Prof. S.N. Zubairu for providing the healthy platform, academic backing, management and guidance for the organisation of the conference. You increased the level of challenge from 2016 and provided the required resources, direction, energy and strategies for achieving its success, it is a great honour of having the opportunity to work closely with you and learning never to give up.

I wish to thank also all the special guests particularly leaders of the Industry, Built Environment and Academia.

A special thanks goes to the Bursar of Federal University of Technology, Mrs. Hajara Kuso for the timely responses to all our requests regarding the financial aspects of access to funds for the conference.

SETIC is beginning at the foundation this year and for this I wish to thank all those who have supported us through various forms of participation. Specifically I wish to thank the delegates and the partners for contributing significantly to the conferences. I wish to thank Prof. S.N. Zubairu Prof. A.M. Junaid, Prof. O. O. Morenikeji and Prof. Y.A Sanusi, who all genuinely and consistently monitored the progress of the conference preparations. My desire in 2016 was for SETIC to become a constant feature in the calendar of the University and global conference listings, am a happy person today seeing this desire fulfilled with the SETIC 2018 edition.

Delegates to SETIC 2018 are from different academic and research institutions that are spread across different countries. This offers participants a wonderful opportunity for exchange of cultural, social and academic ideas during the conference periods. It is also an opportunity to create awareness about programmes and events at the participants' individual institutions. I encourage you all to make good use of the networking opportunities that are available.

In this 2nd edition we received 258 abstract submissions because we had a wide distribution outlet as compared to the 1st edition which is an indication of growth. Using a rapid review system we accepted a total of 209 abstracts and the authors were communicated on what issues they were to examine while developing the full papers based on their titles and aim of the paper. Two hundred (200) full papers were received and reviewed. We sent back the reviewed papers and reviewers comments forms to each of the prospective authors to assist

in the preparation of the revised papers. It was after this rigorous and time consuming process that we were able to accept 172 papers for presentation at the conference. It gives me great joy therefore to congratulate all the authors whose papers made it to the conference. It is my sincere believe that the presentation of the different ideas in your paper would go a long way in improving the knowledge of the participants and also generate meaningful discussions over the tea beaks, lunch and beyond.

I wish to express my utmost gratitude to each of the Seventy-three (73) reviewers for a wonderful job done well and for tolerating our deadlines and Oliver Twist syndrome. It is your dedication and expertise that has ensured that the conference is a success.

Special thanks to all our keynote speakers, Arc. Umaru Aliyu, (ficiArb, fnia, ppnia) (*President, Architects Registration Council of Nigeria (ARCON)*), Prof. Stella N. Zubairu (*Former Dean Postgraduate School, Federal University of Technology Minna*), Dr. Julius A. Fapohunda, (*Editor-in-Chief: International Journal of Sustainable Energy Development & Leader: Sustainable Building and Urban Growth Research Unit, Cape Peninsula University of Technology*).

It is important to appreciate the roles and efforts of the following people for their selfless and very significant contributions made towards the successful organization of the conference: Oyetola Stephen, Alonge Olubunmi, Lynda Odine, Adedokun John, Idowu Oqua, Bamidele Eunice and Muhina Lami (for being available to run around at very short notice),

The organisation of this conference would not have been this easy without dedicated individuals offering to serve. My heartfelt gratitude goes to Dr. Taibat Lawanson, Dr. R.A. Jimoh, Dr. L.O. Oyewobi, Dr. N.I. Popoola, Dr. Lekan Sanni, Dr. I.B. Muhammad, Dr. A.A. Shittu and Dr. A. Saka for their unflinching support all through the process.

It is our sincere hope that this conference will serve as a forum for the advancement of research in the urban sphere towards achieving a sustainable environment. It is our sincere believe that academics and professionals in practices will continually participate in this forum.

Worthy thanks goes to the members of the Local Organising Committee for the tireless effort. The success of the conference goes to these wonderful people. You have made SETIC 2018 to ROCK.

Once again I wish to thank you all for creating time out of your busy schedule to attend this conference. Please do enjoy your stay at Federal University of Technology Minna, and the city as a whole. Ensure that you make use of the different fora created throughout the conference to build new relationships for the future and strengthen existing relationships. I look forward to seeing you all in future.



Olatunde Folaranmi ADEDAYO
SETIC 2018 LOC Chairperson
APRIL 2018

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DECLARATION

PEER REVIEW AND SCIENTIFIC PUBLISHING POLICY STATEMENT

10th APRIL 2018

TO WHOM IT MAY CONCERN

I wish to state that all the papers published in SETIC 2018 Conference Proceedings have passed through the peer review process which involved an initial review of abstracts, blind review of full papers by minimum of two referees, forwarding of reviewers' comments to authors, submission of revised papers by authors and subsequent evaluation of submitted papers by the Scientific Committee to determine content quality.

It is the policy of the School of Environmental Technology International Conference (SETIC) that for papers to be accepted for inclusion in the conference proceedings it must have undergone the blind review process and passed the academic integrity test. All papers are only published based on the recommendation of the reviewers and the Scientific Committee of SETIC

Names and individual affiliation of members of Review and Scientific Committee for SETIC Conference 2018 are published in the SETIC 2018 Conference Proceedings and made available on www.futminna.edu.ng

Olatunde Folaranmi ADEDAYO
Chairman SETIC 2018
Federal University of Technology, Minna, Nigeria

Papers in the SETIC 2018 Conference Proceedings are published on www.futminna.edu.ng.

ESTATE SURVEYORS' PERSPECTIVES ON RESIDENTIAL PROPERTY TENANCY DETERMINATION IN ILORIN METROPOLIS

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All over the world, rental housing offers a more affordable way for many people to gain access to residential accommodation. Demand for the properties in residential property market seems to be increasing in Ilorin metropolis in view of the growing population arising from the influx of more people from other parts of the country because of the peaceful nature of the city. It was observed that tenancy determination was on the increase as most landlords were desirous of obtaining maximum rents from their tenants by regular rent review among other factors, which had led to high tenant turnover. This study examined the trend of tenancy determination in residential property market of Ilorin metropolis with a view to providing a guidance to the property managers and investors, and providing the basis for property management decisions. Total enumeration survey (100%) was adopted by administering questionnaire on the 22 practicing estate surveying firms in the study area. Information gathered was analysed using both frequency tabulation and trend analysis. The result of analysis showed that there was increasing trend of tenancy determination from 151 terminations in 2007 to 481 in 2016. This paper concluded that tenancy determination affected all categories of residential property although the low income rental properties were more vulnerable. This may discourage specific investors/landlords. It therefore called for a pragmatic management style and policy to stem down the increasing trend of tenancy determination.

Keywords: property managers, residential property, tenancy, tenancy breakdown and tenancy determination.

INTRODUCTION

Increase in Nigeria's population especially in the urban areas has led to astronomical increase in the demand for affordable housing whilst the supply side remains for the most part unresponsive and unable to meet growing demand (Imam, 2012). The ever increasing migration of people into the major cities in pursuit of greener pastures has made the quest for securing decent accommodation in the cities a herculean task, which only very few privileged individuals can afford. (Moneke, 2009). 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 (Kyle and Kennehan, 1979). In the tenancy contract, the landlord hands over exclusive possession of the property to the tenant for an agreed period of time, in return for rental payment and other conditions; at the expiration of the tenancy period, exclusive possession of the property reverts to the landlord (Action congress of Nigeria (ACN), 2011; Nigeria Property Centre, 2012). Property management problems would reduce considerably if all tenants would 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, lease administration and of course, tenancy determination is inevitable although several precautions may be taken to avoid involuntary moves. It is a global phenomenon, occurring in all parts of the world, both developing and developed countries (Centre for Housing Rents and Eviction (COHRE), 2004).

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Tenancy determination describes the practice of voluntary or involuntary removal of persons from their rented homes. It is frequently associated with a range of related terms such as premises recovery, tenancy breakdown, tenancy non-sustainment, tenancy failure, repossession action, eviction, ejection, forced removal, relocation, dislocation and displacement. As the causes can vary in most instances, different methods of determination have also been used in different places (Ibrahim, 2014). The main object is to remove the occupier with a view to recovering possession of the premises by the landlord. A landlord who wants to terminate a tenancy in order to recover possession of his property from a tenant for whatever reason must observe reasonable care 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 or else he may be criminally liable for his actions (Knowsley Council, 2013).

The consequences of premises recovery are highly disturbing, particularly for self-help methods, and its local impacts can hardly be forgotten by the victim individuals, families and communities (Landlord and Tenant Board, 2012; NCH, 2012). The Tenancy Law of Lagos State (2011) defines the rights and obligations of both the landlord and the tenant as parties to a contract. Tenants have security of tenancy, that is, a tenant can remain in occupation of the property until he decides to leave and gives the landlord a proper notice that he intends to move out. The landlord and tenant may also agree to end the tenancy, or the landlord issues a notice to end the tenancy for a reason allowed by the Act, and the tenant agrees to move. If the tenant does not agree with the landlord's notice, the landlord applies to court and the court issues an eviction (Landlord and Tenant Board, 2012). The warranty of habitability overrides any agreement and is implied into all landlord-tenant contracts, oral and written. This obligation starts at the beginning of the rental contract, and since tenants continue to pay rents periodically, landlords are expected to maintain the property in a good condition during the term of the tenancy (Langston, 1951; Powel, 1969).

Both the 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). While tenancy determination raises a lengthy series of human, social, economic and political considerations, this study will examine the practice primarily within the purview of residential property management practice. Given the nature of this study, the specific objective of the research is to examine the trend of tenancy determination in property management practice. It is hoped that the study will be of considerable source of knowledge to students, professional property managers and the public in general as a handy reference material on tenancy determination. As the study shows the trend of tenancy determination in property management practice, it will be of considerable importance to policy makers, property investors, property professionals, landlords, tenants and the public at large.

The Study Area

Ilorin is located on Latitude 8°30'N and Longitude 4°35'E. It lies in the transitional zone of the middle belt and serves as a gateway city between the north and south-western part of the country. Ilorin has a tropical wet and dry climate, and a mean rainfall of about 1318mm, which begins in April and ends in November. The city is a Yoruba settlement as it was founded in the 17th century by an itinerant hunter called Ojo from Gambe near Oyo-Ile (Taiwo, 2005). At the time of Ojo's arrival, the place now known as Ilorin was mostly a virgin land inhabited by a hermit Baruba family at a place still called Baruba near "Idi-Ape". It was not the intention of Ojo as an itinerant hunter, to establish a settlement there. He only incidentally found near the hut the hermit Baruba was living, a well-positioned rock that was remarkably suitable for sharpening tools and decided to erect a transit camp at the site. The name Ilorin is, therefore, believed to be a contraction of "Ilo – Irin" meaning "Iron Sharpener".

Ilorin consists of many tribes like Yoruba (the largest and the most popular), Hausa, Fulani, Nupe, Kanuri, Mali, Kamberi, Baruba and Futa (Taiwo, 2005). The 2006 population census figure revealed that there were 2,371,089 people in Kwara State with growing rate of 6.2% (NPC, 1991 and 2006; Odeniyi, 2007). Out of this, 1,012,894 representing about 42% of the state total population lives in Ilorin. The state capital is experiencing a very high rate of population growth over the time. The metropolis is divided politically to form parts of five local government areas. One urban – Ilorin West Local Government, and four rural – Ilorin East, Ilorin South, Moro and Asa Local Government Authorities. Each of these LGAs cuts across some parts of Ilorin metropolis but has its headquarters outside Ilorin except Ilorin West Local Government Authority, which has its headquarters within the metropolis.

The earlier settlers in Ilorin engaged in primary activities like farming and hunting expedition and later Islamic education with arrival of Islamic scholars from Sokoto. This attracted a large concentration of people from different parts of the country. When the city became a state capital in

1967, the pace of commerce and public administration increased tremendously. Ministries, parastatals, statutory corporations and quasi government institutions were established. Light industries, commercial houses, professional offices and businesses sprang up and grew rapidly. In view of the administrative status, basic infrastructural facilities like electricity, roads, water supply, and services like telecommunication, health care were improved and extended to nooks and cranny of the township. These and other developments led to immigration of people who hope to benefit from the opportunities created by the magical transformation of the township into the one that provided solutions to the problems of unemployment and poverty. The city maintained its dominant position as the capital, commercial and administrative centre of the state. Today, most residents are engaged in public and civil service working in the federal and state ministries, local government secretariats, educational institutions like the federal and state universities, state polytechnic, secondary and primary schools, teaching hospital, federal research institutes, and other places. A lot of private professional offices and artisans are also present in Ilorin. The economic base is now very expansive and extensive, and thus provided ample employment opportunity for school leavers, graduates, skilled and unskilled persons. All economic activities associated with urban areas in Nigeria are common in Ilorin.

The Peculiarities of Residential Property Market of Ilorin Metropolis

The Ilorin property market can be classified into three viz: the residential, commercial and industrial property sub-markets. The residential property sub-market is characterised by various types of houses present all over the city. The traditional centre of the city (Oke – lele, Pakata, Adangba, Omoda, Ajikobi, Oloje, Gegele, Sanni-Okin, Eruda, Balogun Fulani, Alanamu, Ita – Adu, etc) comprises mainly old compound and tenement houses interspersed with block of flats and is of high-density category. Medium density housing estates are found at Oloje, Kulende, Adewole, Irewolede and the Mandate estates. They are characterised by two, three and four – bedroom bungalows, and extensions and modifications to create extra spaces to accommodate more people. Low-density areas are found in the GRA, Taiwo and parts of Adewole areas where the houses are mainly detached bungalows of two to five bedrooms, duplex and maisonettes. Although there are owner-occupied properties, the residential property markets is very active in Ilorin metropolis as evidenced by the number of quacks apart from professionals engaged in real estate business. The main categories of residential properties found in the management portfolio of the estate surveying firms under the study are tenement, block of flats, bungalow, semi-detached house and duplex.

Tenement: This refers to the houses, which provide a multi-family accommodation. Tenement buildings are those that have a common entrance to the house, a common passage or veranda to which a number of rooms are opened; communal kitchen, bathroom and toilet usually located outside the main building or at the rear. The main building consists of double rows of rooms separated by the passage. Each of the rooms measuring about 12ft by 10ft provides accommodation for a household and so it is usually associated with a high density residential area and are usually overcrowded with a family of four to six or more persons living in a room. Tenements in form of single room or room and parlour, are found almost everywhere and are more common in high population density areas. These properties are mostly occupied by the low income earners. Most surveyors dislike taking up management contract on this property type.

Block of flats: This is a building containing usually two, four or six flats with each flat providing accommodation for a household. Each unit provides almost a complete privacy with shared outdoor space, and common parts like entrance door, corridors and staircase. Sub-categories of flats are one, two, three and four bedroom flats. kitchen, toilet and bathroom facilities are provided within the building and the number of each depends on design and decision of the owner. Flats which are common everywhere in the metropolis are mostly occupied by the low to medium income earners.

Bungalow: This is a building, which provides a self-contained accommodation on one floor for a single family. Most of the buildings under this category have built-in garage, and few have boys' quarters attached to them. The commonest types are two, three and four bedroom bungalows. These properties are mostly occupied by medium to high income earners. **Detached house:** This is a type of building that provides accommodation on two floors for one household. The ground floors consist of a lounge, dinning, kitchen, toilet and sitting room, while upper floor contains the living rooms and bathrooms. It stands alone without sharing any facility with another building. They are found in low density areas and are mostly occupied by high income class. **Semi-Detached house:** Two or more detached houses sharing some facilities such as fences, stair case, court yard, back yard, etc. **Duplex:** This is a type of building that provides accommodation on two floors like detached houses. However, there are two units sharing some facilities provided for the properties. Duplexes are found in low density areas and mostly occupied by high income class.

LITERATURE REVIEW

Meaning of Property Management

The definition of property management depends on the perspective from which the concept is viewed. **Narains Corp. (2007)** defined property management as “the range of functions concerned with looking after buildings, including collection of rents, payment of outgoings, maintenance including repair, provision of services, insurance and supervision of staff employed for services, together with negotiations with tenants or prospective tenants”. A more refined definition given by Nwuba (1994) is the proper upkeep of land and building, the provision and maintenance of capital works, full and proper use of estate resources to preserve, conserve, exploit and restore them for the good of the estate and of all those who may derive profit, pleasure, enjoyment from them. It is the application of skills in caring for the property, its surroundings and amenities, and in developing a sound relationship between landlord and tenant.

Property management is a wide subject and may not be adequately explained by mere application of a definition. As a discipline, it concerns itself mainly with decisions on planning, control and use of land with the primary aim of securing optimum returns. It is the process of managing property that is available for lease by maintaining and handling all the day-to-day activities that are centred around the piece of real estate (Businessdictionary, 2012). Property management may involve selection of tenants to occupy a vacant space, collecting monthly rental payments, maintaining the property, and upkeep of the grounds. The management of real properties requires a written management agreement between the property owner and the manager. The management agreement is a comprehensive and detailed document outlining the responsibilities of both the owner and the property manager (Copperas and Harker, 2006).

Meaning of Tenancy

The rental arrangement between a landlord and tenant is called a tenancy (Landlord and Tenant Board, (2012). Friedman *et.al.* (1997) defined tenancy as “the right of possession of real property” and tenant as “one who is given possession of real estate for a fixed period or at will”. Ordinarily, tenant is used to refer to someone who lives in a house, room, etc. and pays rent to the person who owns it. **Tenancy** is the right to occupy real property permanently, for a time which may terminate upon a certain event, for a specific term, for a series of periods until cancelled (such as month-to-month), or at will (which may be terminated at any time). The occupant, known as the tenant, must acquire control and possession of the property for the duration of the lawful occupancy. A tenancy can be created by any words that indicate the owner's intent to convey a property interest on another individual.

The tenancy sets forth the terms of possession, such as rent, length of time of possession and rules governing tenancy. The tenancy terms can be negotiated, but once it is signed, there is no grace period to back out of the agreement (Boulder, 2012). The main types of tenancy are tenancy for fixed term or term certain, periodic tenancy, tenancy at will, tenancy at sufferance, tenancy by estoppel, and statutory tenancy. (Card, Murdoch & Murdoch, 1998; The University of British Columbia, 2004; Alabi, 2005).

Reasons for Determination of Tenancy

In the tenancy contract, the landlord hands over exclusive possession of the property to the tenant for an agreed period of time, in return for rental payment; at the expiration of the tenancy period, exclusive possession of the property reverts to the landlord. However it must be noted that inasmuch the property reverts to the landlord, there is still a laid down procedure for recovering his property from the tenant. Generally, the reasons for determination of tenancies include expiration of period granted, breach of any covenants of the agreement, rent default, frustration, forfeiture and disclaimer. Termination may be due to the fact that the premises is being used for immoral or illegal purposes, the premises has been abandoned, the premises is unsafe and dangerous or that the conduct of the tenant or a person living with him constitutes intolerable nuisance. The landlord can also recover possession on the grounds that the premises is required for his personal use or that the premises requires substantial repairs. (Chianu, 1994; Aluko, 1998; Pawson, 2007; Crisis, 2012; Topham, 2012).

1. Effluxion or expiration of term granted

A lease or tenancy for a fixed period automatically comes to an end when the fixed period expires, and no formal steps are needed to put it to an end. Where the landlord intends to proceed to Court to recover possession, then he shall issue a seven-day notice. However where the agreement stipulates that a notice shall be given then it must be issued *provided* that it is not less than the statutory prescribed time. Even where the parties decide to extend or enter into a new lease, the initial lease comes to an end (Land Registry for England and Wales, 2012, Nigeria Property Centre, 2012 and Aluko, 1998).

2. Breach of tenancy agreement

A tenant may break the tenancy agreement by doing something that contravenes the provision of the tenancy. For example keeping a cat or dog on the premises when this is not allowed; conversion, modification or sub-letting properties or part thereof to others without landlord's consent; not keeping the property reasonably clean; maintaining a large number of occupants or visitors, causing damage to the property; changing the locks without approval; causing a nuisance to neighbours; failing to water or maintain the garden and lawns; or using the premises for an illegal purpose or for business purposes without approval (Government of Western Australia, 2012; Mitchell, 2003).

3. Rent Default

The agreement must stipulate the amount of rent, when to pay, where to pay, manner and mode of payment. Refusal to follow the stipulations of the agreement with respect to rent payment may amount to default. Refusal to pay the right amount of rent as and when due is usually regarded as a serious breach of tenancy. Rent default alone accounts for a greater proportion of tenancy failure in many parts of the world (Mitchell, 2003; LandlordZone, 2008; Lagos State Government, 2011; Government of Western Australia, 2012; NCH, 2012).

4. Frustration

This is usually provided for under the *force majeure* clause. The doctrine of frustration provides that, where after a contract has been entered into, and for some reasons, it subsequently becomes impossible for one party to perform their obligations, due to supervening events beyond his control, then the contract has been frustrated. It involves a situation where subsequent events after the parties had entered into agreement made the performance of the contract impossible or impracticable. For example where the subject property is destroyed (Land Registry for England and Wales, 2012, Aluko 1998). The consequence is that the parties are discharged from their obligations under the contract. The Supreme Court in *Araka v Mornier Construction Co. (Nig) Limited* has held that the doctrine of frustration may in certain circumstances apply to leases. In that case, the period of the lease coincided with the Nigerian Civil War, and the government ordered that all expatriates leave the area. At the end of the war, the Landlord claimed rent for the period, and the Tenant contended that the government order frustrated the tenancy. The Supreme Court held that the tenancy was frustrated by the war and the Landlord was not entitled to the rent claimed (Nigeria Property Centre, 2012).

5. Forfeiture

A lease containing a proviso for re-entry or 'forfeiture clause' may enable a landlord to re-enter the premises and forfeit the lease, if the tenant has not paid the rent or has breached some other covenant(s) in the lease (Land Registry for England and Wales, 2012). The landlord may forfeit the lease by taking court proceedings or by peaceable re-entry. An interested person may apply to the court for relief from forfeiture. The landlord may be entitled to forfeit the lease that is, terminate the tenancy. This could arise under forfeiture clause, breach of condition, denial of landlord's title and non-payment of rent (Card, Murdoch & Murdoch, 1998; Hinkel, 2000, Aluko, 1998, Topham, 2012).

6. Determination by disclaimer

When a person becomes bankrupt or a company becomes insolvent, either a trustee in bankruptcy or a liquidator may by giving the prescribed notice, disclaim certain onerous property, including leases. This has the effect of terminating the lease (Land Registry for England and Wales, 2012).

7. Determination by other reasons

If leased property is taken for public use by condemnation, any lease therein is terminated. The tenant is entitled to compensation for the value of the unexpired term of the lease, and the tenant claim is superior to that of the landlord. This occurs where the subject matter of

the lease is subsequently cut by any of the acquisition laws e.g. revocation under Land Use Act (Section 28). The foreclosure of a mortgage or other lien may terminate a tenancy. If the mortgage or other lien was prior in time to the lease, and the tenant had either actual notice or constructive notice of the lien, then foreclosure will terminate the lease.

Methods of Tenancy Determination

The methods by which tenancy can be terminated are appropriate notice to quit, surrender, merger of interests or eviction. These are discussed as follows:

1. Notice to Quit

Notice to quit is a statutory requirement for termination of all forms of periodic tenancies. A lease for a fixed period automatically determines on expiration of the period granted. Such a lease cannot be determined by notice unless it is otherwise agreed upon. Periodic tenancies (weekly, monthly, yearly) can be terminated by notice in the manner already determined by the parties (Aluko, 1998; Chianu, 1994; Mitchell, 2003 and Taribo, 2011). It must contain the description of the premises, its location, the commencement and expiration of the tenancy. The length of this notice and its content depends on the length of the tenancy in question (ACN, 2011; Lagos State Government, 2011; Nigeria Property Centre, 2012). The length of the notice should be as agreed upon by the parties expressly in written agreement. In absence of written agreement, the length shall be in accordance with the provisions of relevant laws. Section 13(1) Tenancy Law 2011 of Lagos State, which provides for the length of notice as follows: Tenant-at-will: one week; Monthly tenant: one month; Quarterly tenant: three months; Half yearly tenant: three months; Yearly tenant: six months. In the absence of an express provision in writing, the nature of tenancy is a matter of evidence, and in the absence of any direct evidence to the contrary, it shall be determined by reference to the time when rent is paid or demanded. A notice to quit may be issued either by the landlord or by his solicitor or agent, who must be authorized in writing.

2. Surrender

This is the abandonment of a leased property, or premature termination of a tenancy, unilaterally by a tenant or with the consent of the landlord. When a tenant surrenders the tenancy, he agrees to give up his legal rights as a tenant and return possession of the rental property to his landlord. This will effectively terminate the lease agreement and end the landlord-tenant relationship. However, for the surrender of lease to be effective, both the landlord and the tenant must agree to it (Landlord and Tenant Board, 2012; Landlord Property Investment, 2012; Propertydo, 2012). Once the tenancy is surrendered, both the landlord and the tenant will be released from any future obligations to each other. The lease agreement will end and the landlord-tenant relationship terminated from the point of the law. However the parties will still be responsible for their past obligations before the lease was surrendered. For example if the tenant owed rents or utility bills before giving up his tenancy, he will have to settle the bills.

3. Merger

This means amalgamation of two estates in the same land so as to make one estate (Boros, 1986). A tenancy may be determined as a result of operation of the doctrine of merger which is the opposite of surrender. Under surrender, the landlord acquires the lease whereas a merger occurs when the tenant continues to hold on the lease and then acquires the reversion. It happens when the landlord and the tenant become the same person, for example when the lease and the immediate landlord's reversion are both acquired by a third party, or when the tenant acquires his immediate landlord's reversion (Victorian Consolidated Acts, 1997; Wylie 1998, LandlordZone, 2008, The 1911 Classic Encyclopedia, 2012; Wragge & Co., 2011; LexisPSL, 2013). The old tenancy terminates while a new one commences. While "merger" can be applied to a number of real estate circumstances, it most commonly applies in lease/ownership situations. The general rule is that when the same party holds both a tenancy and ownership on the same property, even if only for an instant, the tenancy "merges into the deed," and the tenancy disappears (Benson and Lamb, 2011).

4. Eviction

Eviction means forcing somebody to pack out of the house they are living usually permanently and for a stated reason. It is "a legal proceeding by a lessor (landlord) to recover possession of property" (Friedman et al 1997). 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. Eviction can be actual eviction, constructive eviction, partial eviction and retaliatory (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 dishonours the notice. This is mostly associated with deadlock conflicts

between a landlord and his tenant thereby requiring eviction as the only option for resolution. 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. For example, a landlord may allow the physical condition of an apartment building to deteriorate to the point that the premises are no longer safe for occupancy. A tenant who has been constructively 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 tenant's 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 could convince the court that it is retaliatory.

RESEARCH METHOD

Both primary and secondary data required for this study were collected from estate surveyors. These included the records of tenancy determination within the time frame of ten years (2007 – 2016) in Ilorin metropolis. Also used were relevant literature materials from journals, theses, textbooks, development plans and other published materials on property management theory and practice. It also included materials from the internet sources for theoretical and conceptual issues relating to tenancy determination.

Total enumeration of the 22 practising estate surveying firms were considered for the study. However, of the 22 questionnaire distributed, only 21 were retrieved and found useful for the study. Having regards to the comparative financial and time implications of the methods, self-administered questionnaires were adopted. The questionnaire for data collection was a combination of closed and open-ended questions. The open-ended questions permit the respondents to give detailed answers in cases where their experiences cannot be easily articulated into few options. The closed questions were structured with options from which the respondents were expected to select the appropriate options that matched their responses. The questionnaire were segmented into two sections. The first section requires information on demographic variables and background of the respondents. The second section requires answers to questions relating directly to tenancy determination practice. Data collected were analysed using frequency tabulation and trend analysis.

Table 1: Frequency distribution of tenancy determination (2007-2016)

Property/Year	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	Total
Tenement	46	82	101	96	89	87	93	110	60	162	926
Flat	89	71	51	43	62	90	102	172	241	286	1207
Bungalow	5	5	3	2	8	8	7	8	17	21	84
Duplex	8	5	3	0	0	0	1	3	5	8	33
Semi-Detached	3	3	2	0	0	0	0	2	4	4	18
Total	151	166	160	141	159	185	203	295	327	481	2,268

Source: Authors' fieldwork (2017).

DISCUSSION OF RESULTS

1. Incidence of tenancy determination

The findings relating to the incidence of tenancy determination between 2007 and 2016 are presented in this section. The records showed that the number of tenancies terminated was decreasing generally from 2007 to 2010 when it started to increase again up till 2016. Specifically, determination of tenancies in tenement and block of flats were very significant as they recorded 926 (40.83%) and 1,207 (53.22%) terminations respectively while the other property types i.e. bungalow, duplex and semi-detached buildings recorded 84 (3.70%), 33 (1.46%) and 18 (0.79%) terminations respectively.

The variation may be due to the fact that virtually all property managers that responded to the questionnaire were involved in management of block of flats while some excluded tenement buildings from their management portfolios because they were considered more onerous. Taking a

critical look at the property types, it was observed that tenement and block of flats were commonly occupied by low and medium income class of people, while bungalow, duplex and semi-detached buildings were commonly occupied by high income class. The level of vulnerability to tenancy breakdown increased from high through medium to low income class. That is, the low income tenants were more vulnerable to tenancy determination than the medium and high income tenants. Rent default for example has been found to cause up to 90% of tenancy breakdown in many parts of the world Nigeria inclusive. This has also been related to poverty and poor or low salaries earned by low income tenants. This is corroborated by the findings from the studies conducted by Pawson *et. al.* (2006), Shelter (2009); Ibrahim (2014), Prince and Freeman, (2014) and Ambrose *et. al.* (2015). In the study area, salaries are generally low and the city's business men and women depend largely on salary earners for patronage as Ilorin metropolis is a civil servant area.

Looking at the record of terminations per year, it was observed that the least number of 141 terminations was recorded in 2010 while the highest number of 481 terminations was recorded in 2016. This reflects the economic crises which translated to recession in 2015-2016 when many employees were owed salaries of up to 10 months or more in some situations. This resulted into rent defaults, repair and maintenance agreement breakdown, and other problems associated with tenant's vulnerability and poverty.

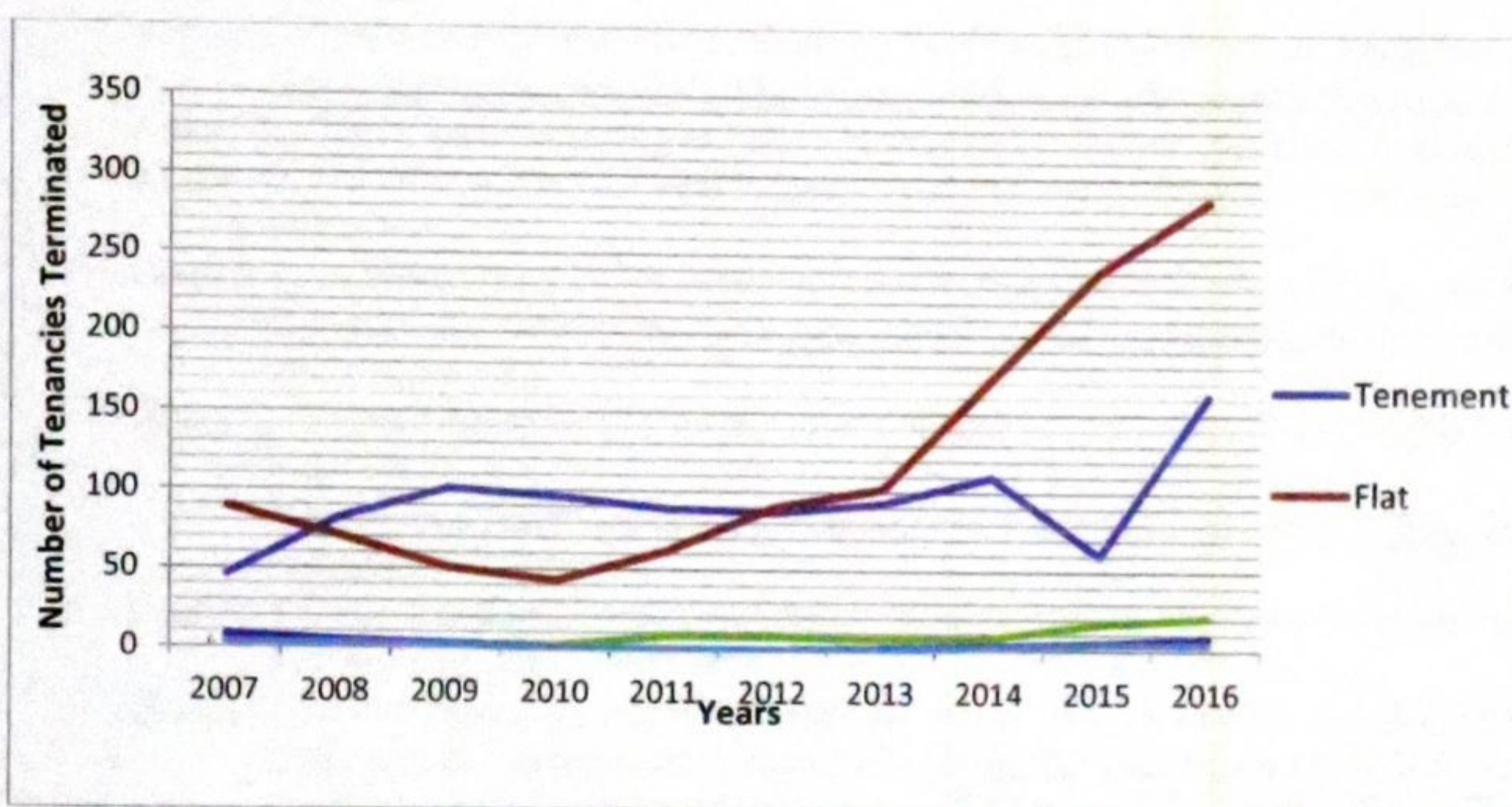


Fig. 1.0: Trend of Tenancy Determination (2007 - 2016)

Source: Authors' fieldwork (2017)

2. Trend of tenancy determination

Considering the trend of tenancy determination as shown in Fig 1.0, the trend was increasing generally for block of flats and tenement properties. Termination of tenancies in block of flats appeared to be the most significant. This was followed by tenement, bungalow, duplex and lastly the semi-detached. The trend for bungalow, duplex and the semi-detached properties were slightly stagnated as if they did not respond to tenancy turnover. This is probably because the property categories belonged to high income tenants who usually have higher capacities to contain recession so that their tenancies remain intact. Such properties were also less common in the property market unlike block of flats and tenement that dominated every sector of the metropolis.

CONCLUSION AND RECOMMENDATION

The study found that there was increasing trend of tenancy determination which portends problems for property management practice and the stakeholders especially the property managers, landlords and tenants. For property managers, it may reflect poor or lack of adequate experience of property management practice and may result into loss of fees, loss of reputation and loss of clients. For landlords, it reflects inappropriateness of investment resulting in loss of expected rental income, increased expenses on repairs, maintenance and security. For tenants, it reflects tenancy non-sustainment resulting in unwarranted breakdown of tenancies and at times failure of tenancies. This may involve tenant eviction with its attendant problems like loss of personal effects, dislocation of family members, tenant's relocation problems, etc. Unless a pragmatic approach is taken, to reduce the trend, housing market/supply is heading towards a problematic destination. The investor/landlords would be discouraged. The tenants would find it difficult to get a suitable accommodation.

The overall effects of diseconomies in the housing sector would set in, and this may also affect productivity generally in the country.

To reduce the incidence and problems associated with tenancy determination as well as improving upon the practice of property management, the property managers should be more critical in their tenant selection process. They should be very mindful of the prospect's ability to pay not only the first rent, but also the subsequent year's rents. Proof of stable employment, good credit history and reliable source of income could be possible indices for evaluating prospective tenants. Guarantee of good behaviour from reputable referees should be obtained from prospective tenants. Optimum rents should be fixed to encourage landlords, while prospective tenants should be advised to take properties with easily affordable rents considering their obligations under the tenancy vis-à-vis their income level.

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