

**EFFECT OF NON-ENFORCEMENT OF LEASE COVENANT ON MANAGEMENT OF
RESIDENTIAL PROPERTY**

(A CASE STUDY OF ILORIN METROPLOIS ELEKOYANGAN)

BY:

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CERTIFICATION

This is to certify that this project was carried out by MOROGUN JUMOKE NIMOTALLAHI with matric no HND/22/ETM/ FT/055. The project was read and approved has meeting the requirement of the department of estate management and valuation of environmental studies. Kwara state polytechnic, Ilorin The Award Of Higher National Diploma In Estate Management.



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DEDICATION

This project is dedicated to the Almighty Allah, for his infinite mercy on me throughout the duration of my study.

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All thank to Almighty Allah who made all things possible for me. Honor and adoration for his guidance and protection since the beginning of my programme till the end.

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ABSTRACT

The study examines effect of non enforcement of lease covenant on the management of residential a properties using Ilorin metropolis as a case study. A population for the research: data was collected from 135 respondent made up of landlord and tenant within the study area through questionnaire simple observation and documented literature. A simple survey design was use as research design for the study. Data is analysis using a sample percentage (%) statistical method and frequency table. Chi-square test was also employ to test the hypothesis of the study. At the end of the research work the result show that non-enforcement of lease covenant highly affects the management of residential properties. Based on the finding recommendations were made thus, on the finding recommendations were made thus, that the integrate

Approval to enforcement of lease covenants on management of resident properties should be completely adopted. Landlords and tenants should ensure the enter into enforcement convent before a tenant takes possession of a property. In addition, tenant should ensure they get permission from the landlord before making any conversion or subletting the property.

CHAPTER ONE

1.0 INTRODUCTION

1.1 BACKGROUND OF THE STUDY

A lease is contractual arrangement giving or transferring the exclusive right of possession and use of land and building for a fixed period usually for a consideration known as rent (Ojo, 2007). While a covenant is a written and legally enforceable agreement or promise that is often a part of a contract or deed, especially one to maintain the status of something or to do or not do something during the term of the covenant, (Odeleye, 2009). It is normally the landlord who has the power to enforce covenants within the lease; this means that a leaseholder will generally need to ask the landlord against the cost involved. In some lease, certain covenants may be mutually enforceable.

In other words, a leaseholder could take legal action directly against another leaseholder for breach of covenant, in the first instance, it may be advised to try to resolve the matter amicably perhaps through mediation, (Akogun, 2010) regardless of the types of occupancy, whether informal settlements, lease, rental accommodation, cooperative housing or emergency housing or the type of housing or interest of a person in a house, all occupants are entitled to a measure of security of tenure which guarantees equal protection against intimidation, harassment, threats and forced eviction without the due process of law. This means that whether an individual, a corporate organization or even the government has the right to take matters into his hands by

ejecting a tenant without resorting to the law, the landlord and tenant relationship is guided by lease agreement or lease covenant and both parties have their cover party in law, (Akogun and Ojo 2013)

Tenancy is a contract between a landlord and tenant, which contains the terms and conditions of the rental (Akogun and Ojo, 2013). It cannot be changed while it is in effect unless both parties agree, (Boulder, 2012). A very important aspect of the activities involved in property management is dealing with lease and almost importantly, dealing with tenants to facilitate a good land-lord tenant management relationship. The non-enforcement of this agreement might involve the removal of persons/tenants from their homes. It is frequently associated with a range of related terms such as premises recovery, ejection, forced removal, relocation, expulsion and displacement, (Akogun and Ojo, 2013). 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 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 term, eviction may be inevitable when other forms of settlement are not feasible (Ojo 2007). Property management problems would reduce considerably, if all tenants comply with the rules, covenants and conditions of tenancy. Even where this is possible some other reason would make it imperative to terminate some tenancies in property management, tenant eviction is almost inevitable although there are precautions that may be taken to avoid it, it is a global phenomenon, occurring in all parts of the world, both developing and developed countries (Kuye, 2005).

Eviction means removing tenant from the premises in which they live legal proceedings, for a particular reason known to the landlord. The professional means is giving as “legal proceeding by a lessor (landlord) to recover possession of property, (Akogun and Ojo, 2013)”.

1.2 statement of the problem

Non-enforcement of lease covenant on residential properties has caused a lot of problem and has negatively affected the management of the residential properties in Ilorin metropolis. Over the years non – enforcement of lease agreement has been seen to arise when the lessor or title lessee fails to carry out his/her obligation that will help in keeping the property in good condition such as maintenance of the facility of the property and the property itself. This is one of the major problems that make the value of residential property depreciate, and lack of maintenance has been seen as a common phenomenon in the city of Ilorin and this is as a result of some landlords not entering into a legal enforceable, binding agreement with the tenant before the tenant takes possession of the premises of property and also many residential properties have suffered decay and as well depreciated in value as a result of neglect and non-maintenance of property.

1.3 research questions

1. What are the effects of non-enforcement of lease covenants on rental values of residential properties?
2. What Are the Cause of non-enforcement of lease covenant
3. Would you assess the effect of non-enforcement of lease covenant on management of residential Properties

AIM AND OBJECTIVES OF THE STUDY

The aim of this study is to examine the effect of non-enforcement of lease covenant on management residential in Elekoyangan and Ilorin metropolis

1. To examine the effect of non enforcement of lease covenant on management residential properties in the study
2. To identify the causes of non-enforcement of lease covenant in Elekoyangan area Ilorin metropolis
3. To recommend possible solution to the problem identify

1.5 justification of the study

This study will be help to the growth of real estate development in real property. It will also help to adjust and regulate the use of public facilities in property rented out.

Finally, the research result will add more spur to the already existing knowledge on the issue being researched and it will be of immense assistant to the students in the field of estate management as a guide and reference material for students, scholars, the other researched and the society at large.

1.6 SCOPE OF THE STUDY

The study is examine the effect of non-enforcement of lease covenant regarding to management of resident properties in Elekoyangan Ilorin metropolis, it includes the various strategies to which this covenants/lease agreement is implemented, its advantages and advantages and disadvantages to management of resident properties in Ilorin metropolis. The geographical scope of the study is Ilorin metropolis

1.7 DEFINITION OF TERMS

1. **Lease:** A lease is a contractual arrangement giving or transferring the exclusive right of possession and use of a land or land and building for a fixed and specified period, usually for a consideration known as rent (Ojo, 2007).

2. **Covenant:** covenant is a written and legally enforceable agreement of promise that is often a part of contract or deed, especially one of maintain the status quo .of something or to do or not do something during the term of the covenant (Agwu, 2014).

3. **Rent:** Ekenta (2010) defines rent as an annual or periodic payment for the use for another persons land and building.

4. **Value:** value is a word of many meaning value happen when there is the presence of scarcity relative to demand. When there is no scarcity, there will not be value. Therefore, value is a measure of the relationship between supply and demand (kuye, 2009).

5. **Rent value:** management is the rent, at which a property would let ,particular point in time, if it were offered in the open market assuming that the property being offered is property advertised. (Uzoigwe, 2014)

6. **Tenancy:** tenancy is defined as a holding of an estate or made of holding an estate especially: the temporary possession or occupancy of something (as a house) that belongs to another. Or the period of a tenants occupancy of possession (agboola, 2010)

7. **Residential properly:** residential property is the type of leased property containing either a single family or multifamily structure that is available for occupation for lion business purpose (Ojo, 2007)

8. **Management:** management (or managing) is the administration of an organization, whether it be a business, a not-for-profit organization, or government body. Management includes the activities of setting the strategy of an organization and coordinating the effort of its employees or volunteers to accomplish its objective through the application of available resources, such as financial, natural, technological, and human resource (Bello, 2012)

CHAPTER TWO

2.0 INTRODUCTION

2.1 LITERATURE REVIEW

Impact of housing on human endeavor

According to Leong (2009), housing is a major factor impacting on the health, safety, socio-economic and political life of the occupants. In fact it impacts all aspect of human endeavor. Despite the pivoted roles of housing in the socio-economic development of a nation arid the life of the people, majority of the public housing are in deplorable condition and state of disrepair, due to long period of neglected maintenance.

According to Olatubara and Fatoye (2006), residential Estate, are known to be lacking in the basic infrastructural facilities and services and their maintenance that are meant to enhance the livability of such estates. These deplorable housing standard and deteriorated physical environmental conditions in the opinion of Bloma (2010); are responsible for the social problems, poverty, poor academic performance, poor health, riots and high arsons and crime rates prevalent in our societies. Maintenance primary, is to preserve buildings to their initial

functional, structural and aesthetic states so that they continue to remain as such and retain their investment value over a long period of existence. It is therefore necessitated by deterioration of the materials and components of buildings and its environment. It is the work undertaken in order to keep or restore every part of the buildings, its content and its environment in an acceptable standard conditions. This include but not limited to the carrying out regular repairs o works and the replacement of items in buildings and its environment that are in deplorable conditions.

Odeleye (2010), has posited that in order to prolong the economic life of property, it is necessary to have program of action that would be effectively implemented to keep property on top form to enable optimum returns to be received on a continuous basis. This implies that, there is need to look at the maintenance of existing residential estates in order to accept then for acceptable conditions for habitation or at least to prolong the life span of building and other complimentary services through maintenance activities more so that the intensity of the building

maintenance become higher with its age, especially in the face of climate change and its attendant effects on the building materials, element and physical environment for sustainable development.

For many years, the housing environment has been acknowledged as one of the main settings that affect human health, lining and housing conditions are the basic of many factors influencing residential, health (Jackson), Indoor air quality, home safety, noise, humidity and mould growth, indoor temperatures, asbestos, lack of hygiene and sanitation equipment, and crowding are some of the most relevant possible health threats to be found in dwellings (Thomson, 2004). Physical, mental, and social health is affected by the living conditions, but no straight forward mechanisma

have yet been established. Furthermore, the immediate housing environment and the neighborhood represent an everyday-landscape, which can either support or limit the physical, mental, and social well-being of the residents, (Thomson, 2004). Although such impacts are broadly accepted the concrete relationship between environmental quality and health well-being has so far not been fully understood.

2.2 CONCEPTUAL FRAMEWORK

Agwu (1978), defined estates as not necessarily physical structure but the quantum and quality of right and control the owner has the ability to exercise. He also sees it to include the length of time the user has over the land. Hence he was able, to identify two major classes of an estate- Freehold and Leasehold. Freehold means the right to hold over or on land in perpetuity while Leasehold estate represents ownership with time certain.

Olajide (2003), expressed residential real estate's as buildings that are basically or essentially used for the purpose of providing housing accommodation. These according to them are categorized by density low, high or medium; design-bungalow, flats, tenement, duplex, semi-detached, mansion etc.; settlement rural, semi urban, urban. The other name for residential estate is Housing.

Johnson (2005), sees residential estates to include area of property which touches on most people in their everyday lives. The range of properties is vast, with tenement and cottages at one

extreme and country estate at the other. They also see it as the area of the property which is most affected by legislation because of the perceived need to protect the individual against

exploitation. They identify the follows as common factors that determine the value of residential estates- location, position, physical characteristics and generally economy to mention only but few,

Residential housing plays different roles in the society. It is an immense element in the inheritance and a source of personal wealth. It is a major sector in the national economy, a substantial consumer of investment funds and a large source of employment within the construction and building industries, (Onibokun, 2006).

Although, residential housing plays an important role in the welfare and productivity of man, it is in short supply and often of poor quality for the generality of the populace in mainly less developed countries (LCDS) which include Nigeria

In urban centers, housing problems are no longer news as it is considered as one of the characteristics of urbanization. Residential properties are used as dwelling, accommodation, which is otherwise known as houses. It could be rural, urban, suburban houses. It also varies in design e.g. flats, duplex, tenement etc. the values of any residential properties will depend on the following;

1. Location: In common with all types of properties, residential estates depend chiefly on their case of access to those locations which support related uses, area of employment, shopping facilities, schools, churches, place of entertainment, recreational open space etc.
2. Position: The most favored residential positions are set in pleasant natural surroundings.

3. Physical Characteristics:

The distinctive feature of all real properties as a commodity is that it has a long physical life. The design, layout and structure of housing must, therefore, be adaptable to changing styles and fashions in order to avoid obsolescence.

4. Right and Interest in Landed Properties:

The term land as defined by the Estate management profession is any part of the earth's surface over which ownership rights, may be exercised or the possession of which can give one a measure of control (Nwankezie, 2008).

According to Olusegun (2008), property is defined as quality of trait belonging and especially peculiar to an individual or thing, something owned or possessed especially, a piece of real estate. Property also is defined as something tangible or intangible, such as claim or a right, in which a person has a legally cognizable, compensable interest.

Anwar (2015), also stated that landed property is a compound one, since land and property have been defined, it goes without saying that landed property is the bundle of rights that subsist on a defined portion of earth's surface. It is the real property one holds over a real estate including the real estate itself it includes land and building and could be so defined.

In addition, Ekenta, (2010), all rights are not equal however, and the subdivisions of ownership composed of single rights or groups of rights are known as 'estate' or interest. The two principle estate in landed property with which the valuer is generally concerned are freehold and leasehold.

Emoh (2014), concluded that there are different types of interest in land; they vary from an absolute ownership to easements acquired by adverse possession. Absolute ownership involves the totality of rights over land, Complete ownership in land is made up of all rights. However, as all rights are not equal you have sub-division of ownership that is known as "interest" in land. The two major principal interests in land include freehold interest and leasehold interest.

The freehold interest implies the holding of landed property absolutely and in perpetuity and owners of freehold interest have exclusive right such as:

1. Fee Simple absolute
2. Fee Simple conditional
3. Fee Tail estate
4. Estate for life
5. Leasehold interest in Land: This implies an ownership of a temporary right to land or property in which a lessee or tenant holds right of real property by some form of title from a lessor or landlord. Leasehold is a form of Land tenure or property tenure where one party buys the right to occupy land or a building for a given length of time. A leasehold thus differs from a freehold or fee simple where the ownership of a property is purchased outright and thereafter held for an indeterminate length of time, and also differs from a tenancy where a property is let (rented) on a periodic basis such as weekly or monthly.

2.2.1 Principles of Estate in Landed Properties

Nametu (2015), defined Estate in Land as having an interest in real property, this should be distinguished from an estate as used in reference to an area of land and an estate as used to refer to

property in general. In property law, the rights and interests associated with an estate in land may be conceptually understood as a "bundle of rights" because of the potential for different Parties having different interest in the same real property.

An estate in land is an interest in real property that allows possession either now or sometime in the future for a specific or unlimited period of time (Ekenta, 2010).

Nametu (2015), observed that a single parcel of land or piece of land and building(s) might represent the property rights or interest of several different parties, Living and those yet un-bom. Uzoigwe (2014), also pointed out that interest in land are referred to as estate. The type, quality and quantum depend on the combination of quantity of interest and duration of enjoyment.

There are four common leasehold estates, they are;

a) Estate at will: This is an estate of an indefinite duration. It may arise by implication or by express agree neut. It can operate in two ways namely;

i. Where accommodation is given to a tenant as a right of being employed by his master. If the employee is eventually sacked, the interest estates will be forfeited.

ii. Where normal lease has expired and the landlord gave an indirect or implied indication that the tenant can continue staying. This means that the landlord is

aware that the lease has expired, but allows the tenant to continue staying. However, anytime he likes, he can give notice to quite to the tenant.

b) Estate at Sufferance: An estate at sufferance arises when a tenant comes into possession of a property lawfully and then after the expiration of the tease continues to occupy the property without the consent of the landlord (Agboola, 2010).

c) Estate for a Term of Years: This type of estate has a fixed beginning and a fixed end. It could be one month, six months, one or two years or even more. The estate may however be terminated by agreement of the landlord or tenant at any time (Bello, 2012).

d) Estate from Year to Year (Periodic tenancy): It may be from week to week, month to month, year to year or for several years. The difference between this type and estate for a term of years is in the fact that this one does not have a definite termination date. Before an estate from year to year can be terminated, the landlord or tenant must give Proper notice (Uzoigwe, 2014).

2.2.2 Characteristics of Leaseholds and Freehold Estate

According to Trinity Estate (2015), characteristics of lease tense hold include:

1. The leasehold property is built on land owned by the freehold
2. The leaseholder buys the right to occupy the property for a length of time.
3. The leasehold will pay a ground rent each year to the freeholder to the land their property has been built on
4. The leaseholder will have to abide by the conditions within the lease.
5. The leaseholder will have exclusive use of the inside of their property but will commonly share facilities within the development with other leaseholders that will require a charge for their upkeep-the service charge
6. A contract only exists between the leaseholder and the freeholder of the land.

7. Leaseholder must ensure prompt payment of services charge demands to ensure freeholder carryout responsibilities.
8. Freeholder is responsible for all the provisions within the leasehold document
9. The freeholder will often appoint a manager to carry out their management responsibilities as outlined in the lease.

Characteristics of Freehold

1. The freeholder owns both the land that a building is built on as well as the buildings.
2. The freeholder is responsible for the up keep of the buildings.
3. A freehold property has no minimum/maximum contract length.
4. A freehold property is owned fully by the owner with no third party involvement with the maintenance of the building.
5. There is usually no service charge payable on a freehold property

2.2.3 Types of Properties

There are two types of properties which include the personal property and the real properties; however, the researcher is only interested in real property.

Emoh (2014), defined real property to include all the rights, interest and benefit related to the ownership of real estate. Real property is normally demonstrated by some evidence of ownership (e.g. a separated from the physical real estate real, real property is a non-physical concept).

According to Nnametu (2015), Real property is the freehold ownership of land, including the tangible elements, (physical elements) and intangible elements, real estate usually refers to the physical tangible property while real property is the more all encompassing term that includes both real estate and rights of ownership. All real estate's are real property but not all real properties are real estate.

2.2.4 Residential Properties

Ekenta (2010), sees residential properties as properties that are suitable for living in and it consists of tenement houses, Block of flats, Detached Bungalows, Duplex etc.

Lamudi (2014), stated the following as the residential properties that exist.

i) Bungalow: As the name implies, it can be either detached or semi-detached.

ii) A Detached House: This is a single standing property that does not share any walls with any other structure due to the isolation of the property, they are usually more "private and generally more expensive than any other type of house.

A Semi-Detached House: Is a pair of house joined together by a common wall, one side of each house shares a common wall, while the other side is detached.

iv) A Flat: Is a living area that is self-contained within only part of a building usually, a flat is situated in a building that is split up into multiple living areas for residents.

v) Duplex House: This commonly referred to two separate residences attached side-by side but the term is sometimes used to mean stacked apartment on two different floors (duplex).

The duplex house often looks like either two houses put together, or as a large single home, and both legally and structurally, literally shares a wall between halves. Duplex can appear as a single townhouse section with two different entrances, though the occasional duplex with a shared common entrance and entry hall have been constructed.

2.3 THEORETICAL FRAMEWORK

Lamudi (2014), says a covenant is a type of contractual agreement, a restrictive covenant is a clause in a deed or lease to real property that limit what the owner of the land or lease can do with the property. Restrictive covenants allow sin rounding property owners, who have similar covenants in their deeds, to enforce the terms of the covenants in court of law. They are intended to enhance property value by controlling development.

Tenancy agreement is a legal document that defines the relationship between the landlords - tenant relationship clearly states the responsibilities of the tenant to the landlord (Agwu, 2015). Tenancy agreement which could be oral us written are designed to protect the interest of all parties involved in the rental housing sectors and should be stated clearly the responsibility of the landlord and the tenant.

In the lease agreement, the following covenant are usually found

1. Repair and maintenance of the premises
2. Use of the premises
3. Payment for outgoings
4. Assignment and sub-letting

Fadamiro and Ogunsemi (2005) listed some of the landlords and tenant covenant to include;

Tenant's Covenant

- i. To pay rent: this may include a covenant to pay interest on arrears.
- ii To pay tenant's outgoing including rates and taxes comply with various statutory requirements
- iv. To pay service charge to yield up possession at the end of the lease
- vi. Not to do anything to render the insurance policy invalid
- vii. Not to display advertisement without landlords consent
- viii. The tenant covenants to pay for electricity consumed on the premises including charges.

Landlord's Covenant

- i. Provision for rent review
- ii. provision for arbitration on dispute over lease terms

Miscellaneous and special conditions

- iv. The covenants to keep the structure in good repair including the road and ways.

2.3.1 Problems Associated With Lease Covenants and Agreement

The covenant of quiet enjoyment assures that they will have peaceful possession of the property free of interference from the acts or claims of the owner or certain third parties claiming right through the owner, (Akingbogun, 2005).

The tenants are protected from title dispute between the owner and anyone claiming superior title, generally, even without a specific covenant, quiet environment is implied in any, owner/tenant relationship, (Agboola, 2007), Condemnation of leased premises is generally not a violation of the owners covenant of quiet enjoyment. Furthermore, a covenant of quiet enjoyment does not require the owner to repair leased premises (Akingbogun, 2005).

Owners also have certain duties to tenants; these include the duty to;

1. Disclose dangerous conditions
2. Inspect and repair public use premises.
3. Maintain common areas under the owners' control.

2.3.2 Importance of Lease Covenant and Agreement

According to Georgia Legal Services (Wikipedia 2015), lease covenant and tenancy agreement

1) Important following the reasons below;

- a. A lease sets the contract between a landlord and a tenant.
- b. It sets forth other duties and responsibilities of the landlord and tenant.
- c. Lease covenants also helps in keeping the pi property in good shape
- d. It helps the tenant know how much he/she pays as rent.

2) What Should Be Contained In A Lease?

A lease is a contract between the landlord and the tenant. A comprehensive lease should include and contain this following as stated;

- a. Name of the tenant, the landlord or the landlord's agent and the person or company authorized to manage the property.
 - b. A description of rental unit, identifying the applicants included in the unit and the heat and Outing sources.
 - c. The amount of rent.
 - d. Low rent is to be delivered to the landlord, and whether by check, money order or cash.
 - e. The amount of the security.
 - f. Amenities and facilities which the tenant is entitled to use the premises such swimming pool.
8. Both the landlord and the tenant must sign the agreement and the landlord must give the tenant a copy before the tenancy begins.

3) TYPES OF TENANCY

There are different types of tenancy that exist such as tenancy at will, tenancy at sufferance, periodic tenancy, fixed tenancy, statutory tenancy.

a. Tenancy at Will:

Akintoye (2006), opined that tenancy at will occur whenever a tenant, with the consent of the owner occupies a piece of property in that may be determined by either party to the tenancy at any time.

b. Tenancy at Sufferance:

In this type of tenancy, the original grant of the landlord to the tenant has expired but the tenant hand-over the premises without the consent or will of the landlord. A tenant at sufferance is therefore, one who comes in by right and handover without right (Udechukwu, 2006),

c. Fixed Tenancy:

This Is a tenancy offered for a certain period of time after which it will be reviewed at the end of the period or a new fixed term tenancy or another type of tenancy granted, (Agwu, 2015).

d. Periodic tenancy

e. statutory tenancy

A tenant whose tenancy has expired under the ordinary rules of law but, who has right by statute to pay rent and continue in occupation under rent control or other emergency legislation, (Udechukwu 2006).

SUMMARY OF LITERATURE REVIEW

S/N	AUTHOR DATE	OBJECTIVE OF STUDY	FINDINGS
1.	Nwanbuize B.O 1972	Nigeria land law. Family property is describe as the smallest unit in the body policy which is variously composed of a man, his wife or wives and children	This talk about the formation of family which could be created in any of this KIhen a laud owner dies his property of this here partidoning of family property i.e. division of laud for purpose like

			ownership
2.	Olawoye (1974)	Acquisition of original little to land and how to derive title	Land may be acquired through <ul style="list-style-type: none"> - Conquest - Grant e.t.c. - First settlement - Inheritance - Gift
			<ul style="list-style-type: none"> - Allocation <p>The attitude to land owner has led to observe to the view that land was inalienable under customary law</p>
3	Druker P F(1980)	The term development generally a material picture of erection of building and other structure upon land	This means anything of any quality permanently attached to kind directly from the expenditure of capital or labour by an

		warranted by a change or significant intensification of the use of land	occupier
4	Olawoje(1974)	Court jurisdiction	According to this is based upon the power of the court to make any order appearing to it necessary in the interest of equity to ensure shall not be hindered in the enjoyment of their right
5	Hanger (1984) Nigeria	To examine whether erosion affect investment in real estate and property market transaction	Buyers and seller of real estate to be aware of any possible environment hazards with the land or structure involved in a
			Transaction this could impact the cost of the real estate but ultimately do away with liability issues that could be addressed using the legal system

6	Marcey and Charles (1985) Nigeria	To evaluate the effect of erosion on property value	Increase. Poverty, overcrowding, famine, weather extremes, species loss, acute and chronic medical illness, war and human rights abuses
7.	Nabibat, (2003) New jersey UN	And to town planning and estate gazette	The concept of value in relation to real estate property
8.	Odonjo (1979) Nigeria	To evaluation the significant degree of correlation between erosion and deviant behavior	This has been linked to the level of social or family tolerance. A measure known as tolerance quotient (TQ) has been suggested in the literature for measuring such tolerance of deviant behavior
9.	Ratclitt (1978) London	Concept of location of residential property value	The extent of housing effect measured in price or distance of non- containing structural uses.

Source: Authority Computation, 2024

Udechukwu (2006) also stated that tenancy from year to year has no fixed term or period for its existence. It is periodic in nature such as yearly or monthly and it becomes renewed automatically on payment of rent provided the tenant has been meeting his obligation as provided in the agreement.

CHAPTER THREE

3.0 RESEARCH METHODOLOGY

3.1 INTRODUCTION

This chapter is concerned with the research methodology to be adopted in the collection of data in carrying out this study. However, the various information and field survey that made up these areas were gathered from the said study area which is the area of concentration i.e. the study area is a part of Ilorin metropolis, the state capital of Kwara State. The source of data collection, survey and analysis, coupled with presentation, which include personal interview, personal observation, consultation of several texts, and other research work which are relevant to this project topic.

3.2 RESEARCH DESIGN

The research design used for the study is survey method. Survey design is used to establish systematic relationships in the occurrence of phenomenon. Survey method is therefore found the most appropriate in the study of the effect of non enforcement of lease covenant on residential properties in Ilorin Metropolis.

3.3 DATA TYPES AND SOURCE

The data type and its sources in this project work are of two categories

1. Primary source
- ii. Secondary source

Primary sources: The primary source includes personal consultation, inspection, dialogue and oral interview with people directly in place i.e. the set of respondent or public individual that expect or people that have the idea of the shied area.

Secondary source: the secondary source implies making references to text books, published and unpublished for relevant data, dailies, institutional journals and also private reading or pasting have contributed to a lot of customary ownership land use tenure.

3.4 INSTRUMENTATION FOR DATA COLLECTION

The set of instrument are employed and used to achieve raw data which area needed namely.

1. Direct interview: Direct interview consist of coming into physical contact with the respondent and people in place i.e. community or customary land or, community resident, land officer e.t. it is administered through an organized and prepared question or question to be answered by the respondent.

2. Reconnaissance survey: This is very useful in physical research work for areas under study. These methods required technical headily during the reconnaissance field survey and visitation for the project

3. Questionnaires: This involves serving of questionnaire to the community residents and Magaji Bale's and other people consigned.

3.4 TARGET POPULATION

Target population is a certain group of a population that share similar characteristic and is identified as the intended evidence for a research. Therefore the target populations of this study are the residents of Oko-Olowo and Estate surveyor and valuer around the study area.

3.5 SAMPLE FRAME

Sample frame refer to the group of element from which sample size can be drawn. The Sample frame include the list of all those within a population who can be sampled and it may include individuals, households or institutions.

3.6 SIMPLE SIZE

Metropole

However, the study area to be covered is Ilorin local-government but for the purpose of this project, 50 respondents are random selected from the property owner and the traditional leaders.

3.7 SAMPLE PROCEDURE

In a simple random sampling of a given size, all the sub-set of the frame are given equal probability on the same chance (EPS) each element of the frame has an equal probability of the frame, the frame is not sub-divided.

Several methods have been devised for select sample that will be representative of the population. The major types of sampling technique are listed below and attempt is made to explain each briefly.

Random sampling: The principle of randomness is a procedure of giving every subject in a population an equal chance of appearing in the selection

Stratified sampling: this is an applied random sampling method where the population is just grouped into some definite characteristic these group are called strata from this strata, the sample is chosen by applying random selection techniques on each stratum

Systematic sampling: This method involved the selection of the 17th subject or item from serially listed population subject where 17 is my number usually determined by dividing the population by the required sample size.

iv. Cluster or area sampling: this technique is used when the researchers recognize that some population are distributed in cluster or pocket of settlement and users, the cluster as a basis for selection.

However I adopt random sampling technique by selecting an unbiased sample and using the outcome to generalize on the population. This is the only method of sampling which can be confident free from bias.

3.9 METHOD OF DATA COLLECTION

These refer to the technical procedure adopted in carrying out the statistical or quantitative analysis. In this research work, two basic methods were used to analyze data gotten or collected from the field. They are:

(a) Descriptive statistical method

(b) Analytical statistical method

CHAPTER 4

5.0 DATA PRESENTATION AND ANALYSIS

4.1 INTRODUCTION:

To efficiently analysis the result from the questionnaire, the appropriate method of data collection was used; the data presented in simple percent tabulated to give a clear view representation

Questionnaire, were distributed to the landlord and tenant living in elekoyangan area in Ilorin kwara state. The number of questionnaire distributed was one hundred and fifty (150) and one hundred and thirty-five (135) were correctly filled and returned back therefore, the analysis was done based on the (135) questionnaire collected. The following are the

background information and variable of the respondents, which are analyzed and interpreted in the table below

4.2 DATA PRESENTATION

The questionnaire are divided in to two (2) sections, section a (for the tenant) while b (for the landlord).

TABLE 1: number of questionnaire distributed and returned

questionnaire distributed	Percentage	questionnaire	Percentage	questionnaire	Percentage
150	100	135	90%	15	10%

Sources: field survey, 2024

It could be observed from the table above that the number of questionnaire distributed and returned out of 150 questionnaire distributed, 135 were retrieved, representing 90% while the remaining 15 representing 10 were lost.

Table 2: showing status of respondents

Opinion	Number of response	Percentage
Landlord	65	48.1
Tenant	70	51.9
Total	135	100

Sources: field survey, 2024

This table shows the status of respondent, the population consists of tenant and landlords in district of elekoyangan. The population was 135, the breakdown of. Figure was as follow; landlords 65 (48.1%), tenant 70 (51.9%) respectively respondent did not sign lease agreement with the landlords before they were allowed to the property.

Table 3: showing the types of property by landlords

Opinion	Number of response	Percentage %
Residential	50	76.9
Commercial	15	23.1
Total	65	100

Sources: field survey, 2024

This table indicates that 50 (76.9%) respondent have residential properties. While the respondents Representing (23.1%) have commercial properties this show that majority of the property in the study area are residential properties.

Table 4: showing landlords response on whether they enter in to lease agreement before granting a tenant access to property.

Opinion	Number of response	Percentage %
Yes	55	84.6
No	10	15.4
Total	65	100

Source: field survey, 2024

Despite that 55 (84.6%) enter in to lease agreement with tenant before renting heir property, while 10 (15.4%) say “ No” they not

Table 5: showing response on whether that tenant pays rent as at when due

Opinion	Number of response	Percentage
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Yes	40	61.5
No	25	38.5
Total	65	100

Source: field survey, 2024

The table above shows that 40 (61.5%) respondent said their tenants pay rent as at when due, 25 respondent representing (38.5%) said their tenant do not pay as at due. This indicate that tenant always, pay their rent as at when dud.

Table 6: landlord response on whether maintenance work is being shared with the tenant

Opinion	Number of response	Percentage %
Yes	45	69.2
No	20	30.8
Total	65	100

Source: field survey, 2024

From the table, I show that 45 respondent representing (69.2%) share maintenance work with tenant, while 20 respondent representing (30.8%) do not share maintenance work with tenant. This shows that landlords are responsible for the maintenance work.

Table7: showing landlords response on whether the tenants have Sublette property without their consent before.

opinion	Number of response	Percentage (%)
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Yes	42	64.6
No	23	35.4
Total	65	100

Source: field survey, 2024

Implies that 42(64.6%) of the respondent said that their tenants has Sublette their property before without their , consent, while 23(35.4%) said that their tenants as not Sublette their property before without their consent. This shows that tenants have Subleted their property

Table 8: showing actions of landlords when they notice their property has been Subleted without consent

Opinion	Number of response	Percentage(%)
Increase the rent	15	23.1
Give quit notice	45	69.2
Sue the tenant to court	5	7.7
Total	65	100

Source: field survey, 2024

Table eight above shows that majority of the respondents representing 45(69.2%) give quit notice to tenants when they noticed that their property has been Sublette, 15(2

3.1%) respondents said they will increase the rent, while the rest 5(7.7%) respondents are of the opinion that they will sie the tenant for breach. This shows that landlords give quit notice to tenants when they noticed that their property has been Subleted

Opinion	Numbers of response	Percentage(%)
Lack of fund	40	61.5
Negligence	25	38.5
Total	65	100

Source: field survey, 2024

Table 9 above shows that 40(61.5%) respondents are of the opinion that non enforcement of lease covenant is mainly caused by lack of fund while 25(38.5%) said negligence is the main cause of non enforcement of lease covenants. This shows that the main cause of non-enforcement of lease covenant is lack of fund.

Table 10: showing landlords assessment on the effect Non enforcement of lease covenants on managements of residential properties

Opinion	Number of response	Percentage %
High	30	46.2
Moderate	15	23.1
Low	20	30.7
Total	65	100

Source: field survey, 2024

This indicates that 30 respondent representing 46.2% are of the opinion that the effect of Non enforcement of lease covenant on management of residential properties is high, 15 respondent representing 23.19 are of the opinion that the effect of Non enforcement of lease covenant on management of residential is properties is moderate while the rest of 20 response representing (30.99) are of the opinion that the effect of Non enforcement of lease covenant on management

of residential properties is low. This shows that non enforcement of lease covenant affect negatively, the management of residential properties

Table 11: showing tenant's response on whether they sing lease covenant/agreement with the landlord before they were allowed access to their property

Opinion	Number of response	Percentage %0
Yes	60	85.7
No	10	14.3
Total	70	100

Source: field survey, 2024

This table presented shows that (85.7%) respondents representing 60 signed lease agreement with the landlord before they were allowed to their property while 10 respondent representing (14.3%) shows that they did not sign any lease covenant/agreement with the landlord before they were allowed to their property .This proof that majority of the tenants in the study area sing lease agreement with the landlord before they were allowed to reside in the property.

Table 12: showing response on whether they pay rent as agreed with the lease

Opinion	Number of response	Percentage (%)
Yes	55	78.6
No	25	21.4
Total	75	100

Source: field survey, 2024

From this table, it means that 55 (78.6%) of the response said they do pay rent as agreed with the lease, while 25 (21.4%) response they did not pay rent with the lease, which means that they usually default in rent payment.

Table 13: showing response on who takes responsibility for maintenance of the property

Opinion	Number of response	Percentage (%)
Landlords	50	57.1
Tenant	30	42.9
Total	80	100

Source: field survey, 2024

Table thirteen above shows, that 50 (57.1%) respondent are of the opinion that the landlord is responsible for maintenance of the property while 30 representing (42.9%) said the tenant are responsible for maintenance of property. This shows that both landlord and the tenants are involved in the maintenance of the property.

Table 14: showing if the landlord promptly carryout the maintenance works on a property

Opinion	Number of response	Percentage (%)
Yes	35	35.7
No	45	64.3
Total	80	100

Source: field survey, 2024

Table 14 above shows that 35(35.7%) respondent agreed that their landlord promptly carryout maintenance work, while 45(64.3%) said their landlord do not promptly carryout maintenance

work. This shows that the maintenance work by the landlord were not done as at when due, probably because of the default in rent payment by the tenants

Table 15: showing who is responsible for painting of the building

Opinion	Number of response	Percentage (%)
Landlord	38	54.33
Tenant	32	45.7
Total	70	100

Source: field survey, 2024

Shown that 36 respondent representing 54.3% are of the opinion that the landlord takes responsibility of painting whereas the rest 32 respondent 45.7% said tenant takes responsibility of painting the building. This means that both the landlord and the tenant were responsible for painting. This might result, the landlord painting before the tenant packed in to the property which the tenant repaint when leaving the property for another

Table 16: showing responses if the landlord increase rent regularly contrary to the lease agreement/covenant

Opinion	Number of response	Number
Yes	20	28.6
No	50	71.4
Total	70	100

Source: field survey, 2024

Table 16 above shows that 20 (28.6%) respondent said the landlord increase rent regularly contrary to the lease, agreement/covenant whereas 50 (71.4%) said the landlord does not increase rent regularly contrary to the lease agreement. This shows that landlord does not increase rent regularly. Table 17: showing tenant response on whether lack of fund negligence is the main cause of Non enforcement of lease agreement?

Opinion	Number of response	Percentage (%0
Yes	52	74.3
No	18	25.7
Total	70	100

Source: field survey, 2024

This table seventeen above shows that 52 respondent representing (74.3%) are of the opinion that non enforcement of lease covenant has affected on the property value, while 18

Respondent representing (25.7%)' are of the opinion that non enforcement of lease covenant has no effect on the property value. This means non enforcement of lease covenant on management of residential properties affects the properties; mostly affect the property value of a property

CHAPTER FIVE

SUMMARY, CONCLUSION AND RECOMMENDATION

5.0 INTRODUCTION

5.1 SUMMARY OF FINDING

Having analyzed the data accordingly it could be summarized that non enforcement of lease covenants has tangible effect of management of residential properties Also, many landlords enter into lease agreement with he tenants before allowing them take possession of their property.

It was observed that majority of the tenants pays rent as agreed with the lease term, while some do not comply as stipulated in the lease, but the problem of most landlords with their tenants arises when they go contrary to their initial agreement such as subletting and

conversion of the property without the consent of the landlord and the results mainly to the landlord giving quit notice to the tenant in most cases. Also some landlords do not carryout repair work as agreed with the tenant.

Finally, it was observed that landlords are the ones that take most of the responsibility of the maintenance of the building, property while some share the maintenance work with the tenant

5.1 CONCLUSION

In conclusion of this research work, the researcher wish to say that having completed the research of the effect of non enforcement of lease covenants on management of residential properties, it could be concluded that Ilorin metropolis has tired in enforcing of lease covenant on varies,

Since Ilorin municipal as a case study as tried in helping to see that enforcement of lease covenants on management of residential properties is a achieved .

5.3 RECOMMENDATION

Based on the findings, the following recommendation were made

1. That the integrated approach to enforcement of lease covenants on management residential properties could be completely adopted
2. Every landlords and tenant should ensure they enter in to enforceable covenant and adhere to it as stipulated in the lease agreement before a tenant takes possession of a property
3. Enforcement of lease covenant politics that are well articulation should be defended jointly by the federal) amid local government in which goals and objective of such

policies must be fully spelt out. Criteria to monitor progress should be measurable and the target of the entire exercise should be put in place.

4. Also tenants should ensure they get permission from the landlords before' marking any conversion or subletting lime properties to avoid having/problems with the landlord.
5. Finally, non enforcement lease reduce the value by depreciating the value of the property in the overall of the management the whole asset (building) therefore e both the landlord and the tenant should ensure he property, they occupy

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Dear response

**THE EFFECT OF NON ENFORCEMENT OF LEASE COVENANT ON MANAGEMENT OF
RESIDENTIAL PROPERTIES**

I am a final year (HND IL) student from the above named department in kwara state. Polytechnic Ilorin undertaking a study on "the effect of non enforcement of lease covenant on management of residential properties"

I well be pleased if you well provide answer o the question enclosed.

Please be assured that information provide will be treated confidentially arid will be used solely for academic purposes.

Yours faithfully

Morogun jumoke nimotallahi

QUESTIONNAIRE

EFFECT OF NON ENFORCEMENT OF LEASE COVENANT ON MANAGEMENT OF RESIDENTIAL PROPERTIES

INSTRUCION: please tick [] on the appropriate boxes provided depending on how truthful it is and also give reason where applicable. This Questionnaire is in two

Sections. Section A is for the tenant while section B is for the landlord

SECTION A (for the tenant)

1. Are you a tenant or landlord?
Tenant [] (b) landlord []
2. For how long have you been occupying the building
3. (a) 1-5 year [] (b) 6-10 year [] (c) 11 and above []
4. If you are a tenant, did you sign lease covenant? A with the landlord before you allowed access to the property/building? (a) yes [] (b) no []
5. Do you pay rent as agreed with the lease?
(a) Yes [] (b) no []

6. Who is responsible for maintenance of the property?

(a)yes[] (b)no[]

7. If the landlord is responsible the does he promptly car tryout the maintenance work?

(a)yes[] (b)no[]

8. Who take care of repairs any time there is need for it?

(a)landlord [] (b) tenant []

9. If the above answer is landlord, does he carryout the repair work when the need arise?

(a)yes [] (b)no []

10. Who is responsible for paining of the building?

(a)landlord [] (b)tenant[]

11. Does the landlord increase rent regularly contrary the lease covenant /agreement?

(a)yes[] (b)no []

12. Can non enforcement of lease covenant effect the management of resident property?

(a)yes[] (b)no[]

13. Can lack of fund and negligence be the main cause of non enforcement of lease agreement?

(a) Yes[] (b)no[]

Has no enforcement of lease covenants any effect on the property value?

(a)yes[] (b)no[]

Section B (for the landlord)

1. Are you a tenant or landlord?

2. Tenant (b) land lord

(a) Residential [] (b) commercial []

3. If residential, [] do you want to enter into lease agreement before granting a tenant access to your property?

(a)yes[] (b)no[]

4. does the tenant pay rent' as at when due?

(a)yes[] (b)no[]

5. Do you share maintenance work with the tenant