

Research

Between Law and Sentiment: Assessing the Sociological Response to Quit Notice in Nigeria

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Abstract: The relationship between landlord and tenant is fundamentally contractual, governed primarily by the specific terms of a tenancy agreement executed by the parties. Where no stipulation exists regarding the length of a "Notice to Quit," or in the absence of a written agreement, the law intervenes with default provisions, typically under Section 8 of the Recovery of Premises Act. Despite these clear legal frameworks, a significant sociological friction exists in Nigeria, fueled by a pervasive "culture of entitlement" regarding six-month Notice periods and the perception of quit notices as hostile acts of "wickedness." This research assesses these sociological responses, utilizing relevant case law to debunk common misconceptions that conflate legal rights with personal sentiments. To bridge the gap between statutory requirements and social reality, the paper recommends the adoption of standardized tenancy templates and the use of local languages in drafting notices to enhance comprehension. Furthermore, it advocates for the modernization of service through social media platforms. By addressing the emotional stigma attached to disengagement, this study concludes that a shift in social perception is necessary to foster a more predictable and harmonious property management in Nigeria.

Keywords: Tenancy Agreement, Recovery of Premises Act, Notice to Quit, Contractual Obligations.

1.0 INTRODUCTION

The fundamental aim of creating a tenancy relationship is the mutual exchange of value: the landlord seeks a commercial return on investment through rent, while the tenant seeks the quiet enjoyment of secure premises. This relationship is intended to be symbiotic, yet it frequently collapses during the termination phase. In Nigeria, the termination of a tenancy is strictly governed by the "Recovery of Premises" laws, requiring the service of

specific statutory notices-primarily the Notice to Quit and the 7-Day Notice of Owner's Intention to Apply to court for the Recovery of Possession.

However, a profound sociological "Notice Culture" has emerged, characterized by deep-seated myths and legal misconceptions. The most pervasive friction point is the misunderstanding of the six-month Notice period. There is a widespread, erroneous belief among the Nigerian populace that a tenant is entitled to six months' Notice in all cases. This ignores the legal reality that the duration of a notice is determined by the nature of the tenancy (weekly, monthly, or yearly) or the specific terms of a written agreement.

Furthermore, the "Sentiment" of the Nigerian tenant often treats the Quit Notice period as a 'rent-free' era. This sociological response suggests that once a notice is served, the obligation to pay for occupation ceases-a notion that stands in direct contradiction to the law of mesne profits, which mandates payment for the duration of stay until possession is surrendered.

Additionally, tension is often compounded by the timing of service. Many tenants view it as an act of "wickedness" or bad faith when a Notice to Quit is served on them while the rent is still running. From a sociological lens, this is perceived as an ambush, yet legally, it is often a procedural necessity to ensure the notice expires exactly when the current term ends. This article, therefore, seeks to address why these legal instruments, designed to ensure an orderly exit, are instead perceived through a lens of hostility, entitlement, and social injustice.

2.0 THE SUPREMACY OF EXPRESS AGREEMENTS IN TENANCY DETERMINATION

The bedrock principle of Nigerian tenancy law is the sanctity of the contract. The relationship between a landlord and a tenant is, first and foremost, a voluntary agreement where both parties are at liberty to define the terms of their engagement. This freedom of contract, often summarized by the Latin maxim *pacta sunt servanda*, dictates that the provisions of a signed tenancy agreement are binding and paramount. When a landlord and tenant execute a written document that specifies the length of notice required to terminate the relationship, that specific duration becomes the legally binding standard, overriding any generalized statutory provisions.

This contractual supremacy allows for a sophisticated approach to property management. For instance, in high-turnover commercial environments or specialized development tenancy, parties may agree to shorter or longer notice periods than those

prescribed by law to reflect the economic realities of the investment. The courts have consistently held that where a tenancy agreement is explicit regarding the notice period, the parties have waived their reliance on the default statutory benchmarks. This ensures that the law respects the autonomous choices of the parties, provided those choices do not contravene fundamental statutory safeguards or public policy.

However, when a tenancy agreement is silent or non-existent, the law provides a standardized schedule for the determination of various types of tenancies. For instance, *Section 8 of the Recovery of Premises Act*, which applies to the Federal Capital Territory (Abuja) and serves as a model for many other jurisdictions (Recovery of Premises Laws), provides the definitive benchmarks for these situations. These periods are not arbitrary; they are designed to give tenants a reasonable window to find alternative accommodations while providing landlords with a predictable path to their reversionary interest on the property.

The classification of these tenancies and their corresponding notice periods is fundamental to the practice of property law in Nigeria. In the absence of an express stipulation, the following statutory periods shall be applied:

- a) Tenancy at Will *One Week's Notice*
- b) Weekly Tenancy *One Week's Notice*
- c) Monthly Tenancy *One Month's Notice*
- d) Quarterly Tenancy *Three Months' Notice (One Quarter)*
- e) Half-Yearly Tenancy: *Three Months' Notice*
- f) Yearly Tenancy *Six months' Notice*

The nature of the tenancy is typically determined by the cycle of rent payment or demand. A tenant who pays rent on an annual basis is legally presumed to be a yearly tenant, thus entitling them to the full six-month statutory notice period unless a written agreement states otherwise. This presumption is a critical protection, as it prevents landlords from treating long-term residents as short-term occupiers to facilitate quick eviction.

3.0 THE SOCIOLOGY OF LEGAL HOSTILITY AND THE SIX MONTHS' QUIT NOTICE MYTH

In the Nigerian social context, the receipt of a statutory quit notice is rarely viewed as a "procedural update." Instead, it is interpreted through a lens of legal alienation and communal sentiment. The Nigerian sociological response to a Notice to Quit served while

the rent is still active is often one of moral outrage. Culturally, Nigerians value "Notice of Intent" as a conversational warning rather than a formal document. While the landlord is legally aligning the notice to expire with the tenancy anniversary, the tenant perceives this as an act of "betrayal" or "bad luck," or "hatred," leading to a breakdown in communication. Instead of planning an exit, the tenant often reacts by withholding current occupation, viewing the landlord as a "hostile enemy" who has "spoiled the atmosphere" of the home. The "six-month" rule has moved from a legal provision for yearly tenants into a cultural superstition in Nigeria.

Almost every Nigerian tenant, regardless of whether they pay monthly or quarterly, believes they are entitled to a "six-month grace period. When a monthly tenant is served a one-month Notice to Quit (as the law actually prescribes), they feel "cheated" by the law. This creates a sociological resistance where the tenant refuses to vacate, not because they are unaware of the Notice, but because they believe the law is being "unfairly applied" to them. Perhaps the most significant sociological friction is the belief that the Notice period is compensation for the inconvenience of moving. Tenants often argue, *"I am already moving, why should I still pay?"* or *"Keep my caution deposit as rent."* While some tenants would start the "Begging Culture" peaks. Tenants will often send high-ranking community members—pastors, imams, or elderly relatives—to "plead" with the landlord. In Nigerian sentiment, it is considered "un-Religious" or "un-African" to demand money (mesne profits) from someone you are already "chasing away" into the cold.

Statutory Notices are written in "Black Letter English" (sometimes translated into a local language), which is often cold, impersonal, and authoritative. However, in Nigeria, we have a culture where people value high-context, face-to-face communication, and a cold letter from a lawyer feels like a threat. This leads to the sociological response of evasion. Tenants may refuse to sign for the letter or hide from the court bailiff, believing that if they do not "accept" the letter, the law cannot "touch" them.

4.0 JUDICIAL ATTITUDE IN BALANCING THE LAW AND THE "PITY FACTOR" OF NOTICE TO QUIT IN NIGERIA.

When landlord and tenant reach the courtroom, which is the final battleground where Law meets Social Reality. Nigerian judges are members of the same society; they understand the "sentiments," but they are bound by the laws governing each aspect of life. The court has consistently maintained that sentiment has no place in the interpretation of clear statutory provisions. When a tenant pleads that they have no place to go, or that their

children are in school, the courts often express sympathy but ultimately rule in favor of the landlord.

Judges often rely on the principle that "*Equity follows the law.*" If a Notice to Quit has expired, the tenant becomes a "statutory tenant," and the court's hands are tied by the statute. And when judges allow sentiment to override procedure, they defeat the aim of the tenancy relationship, which is the protection of Investment. There are numerous judicial pronouncements regarding Notice to Quit by the Courts, ranging from the inferior court to the superior courts. Below are some of the instances where judicial protection and balancing the scales between the landlord and the tenants exist.

In the case of *Pillars Nigeria Ltd v. Desbordes (2021)*, 12 NWLR (Pt. 1789) 122, the court held that even if a Notice to quit is technically defective, the writ of summons served on the tenant for possession itself constitutes sufficient Notice. The court reasoned that the tenant who has been served with court processes and has had time to prepare a defense can no longer claim they were caught off guard by the landlord's intent to recover the premises.

Conversely, in the case of *Ihenacho v. Uzochukwu (1997)* 2 NWLR (Pt. 487) 257 The Supreme Court used this case to reinforce the mandatory steps for the recovery of premises under the law, stressing that landlords cannot take the law into their own hands. The court held that even where a tenant is in default of rent or holding over after the expiration of a tenancy, the landlord must still adhere to the law by serving proper notices and obtaining a court order for possession. Failure to follow this due process renders the landlord liable in trespass, as the law seeks to prevent the breakdown of public order that occurs when parties resort to take laws into their hands. The court held in several cases that mesne profits, that is, (money to be paid for the use of premises after tenancy has lapsed), the relationship between landlord and tenant is purely contractual in nature and not a charitable venture, the money therefore, must be paid alongside surrendering the possession of the premises in court.

Bearing in mind that the contract between the landlord and the tenant is purely guided by law, the judge may exercise his discretion by ordering or granting a grace period of 30 days or 60 days for a tenant to vacate premises and also pay every kobo the landlord as mesne profits.

5.0 RECOMMENDATIONS

1. **Use of Simple Language:** The Notices should be drafted with simple and direct patterns, and they should be less "combative in nature." Furthermore, the law should be amended to allow the use of local languages in Notice to Quit, such as Pigin English,

Hausa, Igbo, Yoruba, and any other dominant languages within the locality, and should be admitted in court as proper and Valid Notices.

2. **Mandatory Use of Mediation:** The "Begging Culture" should be formalized. And the law must make it mandatory for landlords and tenants to mediate first before a landlord can file a claim in court.

3. **Standard Tenancy Agreements Templates:** The government should promote standard-form contracts that clearly highlight the notice periods and the obligation to pay mesne profits.

4. **Use of Social Media for Service:** To eliminate the habit of hide & sick from affecting or serving a tenant, the law should be amended to accommodate and recognize WhatsApp, Email service, Facebook, and all other social media as a primary means of service, provided it is stipulated in the agreement.

6.0 CONCLUSION

The tension between Law and Sentiment in landlords and Tenant relationship is not merely a legal problem; it is a cultural norm and Habitual concept. The aim of creating a tenancy relationship is solely for commercial purposes for the landlord, and on the other hand, a tenant is seeking to patronize the landlord for shelter, and the price is rent. While the Quit Notice is a procedural instrument, in the Nigerian context, a response is deeply human and emotional. However, as the court made a clear pronouncement on the issue of sentiment and emotion (as seen in *Pillars Nigeria Ltd v. Desbordes case*), tenants must realize that sentiment is no longer a valid shield against a Quit Notice or the debt of mesne profits. Thus, for the Nigerian property market to thrive and increase the government revenue, the "social" must align with the "Law." And the law must be clear enough to be understood, and the society must be disciplined enough to obey it.

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