

IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT GUDU - ABUJA
DELIVERED ON TUESDAY THE 29TH DAY OF JUNE, 2021.
BEFORE HIS LORDSHIP; HON. JUSTICE MODUPE R. OSHO-ADEBIYI
MOTION NO. CV/804/2020

BETWEEN:

BLAID PROPERTIES LTD - - - - CLAIMANT

AND

HON. DR. SAM ODE - - - - DEFENDANT

JUDGMENT

The Claimant filed this suit against the Defendant claiming the following reliefs:

1. A DECLARATION that the Defendant is indebted to the Claimant in the sum of N28, 000, 000.00 (Twenty Eight Million Naira) representing the unpaid arrears of rent to the Claimant for tenancy circles of 9th December, 2014 to 8th December, 2015, 9th December 2015 to 8th December, 2016, 9th December, 2016 to 8th December, 2017, 9th December, 2017 to 8th December, 2018, 9th December, 2018 to 8th December, 2019, and from 9th December 2019 to 8th December, 2020.
2. AN ORDER directing the Defendant to pay forthwith to the Claimant through its Solicitors Aghahowa & Co, (Focus Chambers) the sum of N28, 000, 000.00 (Twenty Eight Million Naira) only, being arrears of rent for Six years (6) tenancy circles of 9th December, 2014 to 8th December, 2015, 9th December 2015 to 8th December, 2016, 9th December, 2016 to 8th December, 2017, 9th December, 2017 to 8th December, 2018,

9th December, 2018 to 8th December, 2019 and from 9th December 2019 to 8th December 2020 at the rate of N5,000,000.00 annually.

3. AN ORDER directing the Defendant to pay 10% interest on the judgment sum from the date of judgment until the judgment sum is fully liquidated.
4. AN ORDER directing the Defendant to pay 10% interest on the judgment sum from the date of judgment until the judgment sum is fully liquidated.
5. The cost of this action.
6. Any additional order or further order this Honourable Court may deem fit to make in the circumstance of the case

The facts that gave rise to this suit is that Claimant is the Landlord/Manager of the House No.6 Y.P.O Shodeinde Street, Off Anthony Enahoro Street, Utako, Abuja (the property). That the Defendant rented Apartment No. 3, which is a four (4) bedroom Terrace House with two (2) room boys' quarter of the property from the Claimant and paid the sum of N8, 500, 000.00 (Eight Million Five Hundred Thousand Naira) which is the rent as a yearly tenant and paid a service charge of N1, 000, 000.00, and the rent commenced from 9th December 2013 and expired on the 8th of December 2014. That when the Defendant's tenancy expired on the 8th of December 2014 the Defendant refused to renew his rent despite repeated demand for payment of rent by the Claimant and the Defendant has remained in possession of the demise premises till date without paying rent. That the yearly rental sum was reviewed downward from N8, 500, 000.00 (Eight Million Five Hundred Thousand Naira)

to N5, 000, 000.00 (Five Million Naira) yearly and this was to take effect from 9th December, 2014 and despite the reduction in rent, the Defendant still refused to pay his subsequent rents as and when due. That it was agreed between the parties that all subsequent rent payment by the Defendant was to be paid through the Account of the Claimant as contained in the offer letter. That after several failed promises by the Defendant since 2014 to pay his rent, the Defendant wrote a letter of undertaking dated 22nd December, 2017 wherein he undertook to liquidate his indebtedness to the Claimant by paying the sum of N3, 000, 000.00 (Three Million Naira) quarterly commencing from January, 2018 which the Defendant honoured in breach. That due to the failure of the Defendant to adhere to his payment plan as contained in his letter of undertaking, the Claimant wrote and served a letter of demand dated 5th January, 2018 through its Solicitors demanding payment of arrears of rent and service charge from the Defendant. That the Defendant has paid only N2, 000, 000.00 (Two Million Naira) as rent from his arrears of rent to the Claimant through its Unity Bank Account since the commencement of the tenancy circles of 9th December, 2014 to 8th December, 2015; 9th December, 2015 to 8th December, 2016; 9th December 2016 to 8th December, 2017; 9th December 2017 to 8th December, 2018; 9th December, 2018 to 8th December, 2019 and from 9th December, 2019 to 8th December, 2020 thus, leaving a balance of N28, 000, 000.00 (Twenty Eight Million Naira) unpaid. That in order to settle this matter amicably, the Claimant through its Solicitor Aghahowa & Co, (Focus Chambers) submitted this matter for Mediation at the Abuja Multi-Door Court House on the 15th of

October, 2019. That despite service of the Claimant's statement of issues from Abuja Multi-door Court House on the Defendant and a reminder notice served on the Defendant, the Defendant failed to honour the invitation from Abuja Multi-Door Court House and has refused to pay the outstanding rent.

The Defendant of his part filed his statement of defence and other accompanying documents and it is the case of the Defendant that the Claimant is not the owner of the tenanted property as the owner is personally known to him and took him there by himself which caused him to take possession of the premises for a year. That after the expiration of his first term of one year, the owner of the premises encouraged him to stay. That he did not sign the agreement as he paid before the tenancy commenced to the owner of the premises. That towards the end of the tenancy, he was given an agreement to indicate that the tenancy will elapse on 8th December 2014 and he made the Claimant to understand that the agreement did not reflect the period he was handed the keys and checked into the premises which led to conflicts which the owner resolved that the period will be added to the new regime of rent.

That he did not refuse to renew the rent as his outstanding was still available to set off the rent, which is N3,000,000.00 (Three Million Naira) and not N5,000,000.00 (Five Million Naira) which was conveyed in the Letter dated 22nd December, 2017 from the Defendant. That the Defendant had never paid rent to the Claimant, but the owner collects rent directly from him as the Claimant has no authority of the owner to collect money or rent from him. That he disputed the Claim of the Claimant and communicated the situation

to the owner by phone and the owner promised to inform the Claimant that payment comes to him from the Defendant and that the amount did not reflect the outstanding and that his letter of 6th of December 2019 was meant to communicate his exit from the premises.

The Claimant joined issues with the Defendant on its Statement of Defence and filed a reply wherein Claimant stated that when the tenancy agreement was given to the Defendant, the Defendant signed the tenancy Agreement and same was witnessed by Murphy Pamela Ubagidi Ode of No. 19, Anthony Enahoro Street, Utako Abuja on 3rd December, 2013. That it was the failure, neglect and refusal of the Defendant to renew his rent from 2014 that prompted the Defendant to give an undertaking on 22nd December, 2017 to pay N3, 000, 000.00 (Three Million Naira) quarterly to defray the outstanding rent. That the Defendant paid rents to the Claimant's account No.0030606443 domiciled with Unity Bank Plc. That the defendant's letter dated 06/12/2019 did not only communicate the defendant's intention to terminate the tenancy but in addition communicated his intention to commence payment of N3, 000, 000.00 (Three Million Naira) quarterly to offset his arrears of rent until the total sum is liquidated.

Trial in this case commenced on the 18th day of June, 2020 with the Claimant calling its sole witness who testified as PW1, facts as deposed to in the witness statement on oath of PW1 are repeated in the statement of claim summarized above. In proof of its case, PW1

adopted her witness statement on oath as her evidence in chief and tendered the following documents;

1. Exhibit A1 & A2- Whatsapp Messages dated 13th March, 2020.
2. Exhibit B1 & B2- Text Messages dated 13th March, 2020.
3. Exhibit C1 & C2 — Claimant's CTC Statement of Account dated 12th March, 2020.
4. Exhibit D - Tenancy Agreement dated 13th December, 2013.
5. Exhibit E — Demand Letter dated 17th December, 2019.
6. Exhibit F— Offer Letter dated 18th October, 2013.
7. Exhibit G1 & G3 — Demand Letter dated 5th February, 2018 along with DHL delivery Notice.
8. Exhibit H - Defendant's Letter Addressed to the Claimant dated 22nd December, 2017.
9. Exhibit I - Defendant's Letter Addressed to Aghahowa Aigbovo (Aghahowa & Co, Focus Chambers) dated 6th December, 2019.
10. Evidence of payment for Blaid properties dated September 17, 2019 in the sum of N2, 000, 000.00 (N2m) from Unity Bank attached with an Abuja Multi door Court House Receipt No. 1452 dated 17/10/2019 for a sum of N5000 admitted in evidence and marked Exhibit J¹& J² respectively.

Under cross examination, PW1 testified that Defendant is still living in the property. That she does not know Prince Tony Momoh. That she knows the Chief Executive Officer of Blaid Properties and her name is Mrs. Ochuko. That she started working with Blaid Properties in February 11th, 2013. That in 2013, she received a sum of N8, 000, 000.00 (Eight Million Naira) and N1, 000, 000.00 (One Million Naira) from Defendant as rent and service charge respectively via Bank

Transfer into Claimant's account. That Exhibit J¹, C¹ and C² are payments made in 2018. That the signatures in Exhibit D and H are both Hon. Dr. Sam Ode's and the tenancy agreement is between Claimant and Hon Dr. Sam Ode.

That Exhibit F was received by Ode Pamela and that Exhibit E was also received by Ode Pamela but there is another name on it "Murphy".

That the notice to quit was addressed to Defendant but received by Pamela Ode because as she was the person at home. That there was no letter of reduction of rent to Defendant as it was a verbal discussion between herself (PW1) and Hon. Dr. Sam Ode that the rent has been reduced from N8.5m to N5m, the reason being that Defendant moved into the property in 2013 and there were 6 flats with 4 others empty but prospective tenants were complaining that the rent was too high so Claimant brought in tenants paying N5m, hence we had to reduce Defendant's own rent in line with what the new tenants were paying. That the 7 days notice of owner's intention was addressed to Defendant but he was hardly around, so it was received by Pamela.

That this case was first referred to arbitration, but the Defendant failed to appear. That Defendant was invited to Multi-door courthouse, but he never showed up, and no reason was given hence there was no mediation.

That the House 3 is not vacant as she (PW1) was there last Friday to supply diesel and she's sure it still being occupied by Defendant.

That Defendant is currently owing N26m plus and it is in all their correspondence.

The Defendant opened his defence on the 21st day of October 2020 with the Defendant testifying as DW1. He adopted his statement on oath as evidence in chief in defence of this case. Witness statement on oath of DW1 are a replicate of his statement of defence summarized above.

Under cross examination, the Defendant testified that the name of the tenant on the tenancy agreement is his name but signature does not belong to him, that he has never paid to the Claimant but to the owner directly, but he does not have anything to show the Court that he paid to any other person. That Pamela Ubangidi Ode is the mother of hisson, but “Ode” is not attached to her name. That Murphy Pamela Ubangidi with “Ode” signed as the witness to the tenancy agreement. That he made payment of N2,000,000.00 (Two Million Naira) into Claimant’s account in batches of N500, 000.00 (five hundred thousand Naira). That Defendant does not have any tenancy agreement with him and although Exhibits E and F are addressed to him, he is not aware of the documents. That he cannot remember making any payment apart from the N2,000,000.00 (Two Million Naira) paid into Claimant’s account.

At the close of the case, parties filed their respective written address.

The Defendant in the written address raised two issues;

1. Whether the Defendant was a tenant of the Claimant with regards to No. 6, Y.P.O. Shodeinde Street, Off Anthony Enahoro Street, Utako, Abuja.

2. Whether or not the Defendant has any unpaid arrears of rent over No. 6/ Y.P.O. Shodeinde Street, Off Anthony Enahoro Street, Utako, Abuja.

On whether the Defendant was a tenant of the Claimant with regards to No. 6, Y.P.O. Shodeinde Street, Off Anthony Enahoro Street, Utako, Abuja, it is Defence Counsel's contention that the relationship of landlord and tenant is created by agreement of parties and the relationship purportedly created started with Exhibit "F" dated 18th October, 2013 which is the Offer Letter and the offer was accepted by Pamela Murphy Ode and that the Agreement that ensued was also signed and received by Pamela Murphy Ode. Submitted that all documents pertaining to the property was received and signed by Pamela Murphy Ode who was in occupation until she vacated.

Submitted that there is nowhere in the whole pleadings and legal proceedings the Defendant admitted paying any money as the evidence of PW1 under cross examination on who signed the tenancy agreement established who was the tenant in occupation of the premises as the Defendant is not a tenant of the Claimant.

Counsel urged the Court to hold that the Claimant has not proved its case to warrant the Court giving Judgment in its favour as per its claims before the court on the grounds that no tenancy exist between the Claimant and the Defendant and that the cycle of tenancy of 8th December 2014 to 2020 was never proved.

Counsel submitted finally that where no relationship exists there is no obligation and urged the Court to make comparison of the

signatures of the Defendant and the purported person occupying the premises and

dismiss the claim as same has no cause of action against the Defendant. Counsel relied on the following authorities:

1. **Agbareh Vs. Minira (2008) MJSC 134.**
2. **Africa Petroleum Ltd Vs. Omodunmi (1991) 8 NWLR (PT. 210) 419.**
3. **Okafor Vs. Lemna Construction Co. Ltd& Anor (2018).**
4. **Mtn Nig. Comm. Ltd Vs. Corp. Comm. Inv. Ltd (2019) 20 WRN 1.**
5. **G.F.A.I.E. Ltd VS. Musa Yusuf (2003) 23 WRN 67 AT 79 Lines 35 - 40.**
6. **NCHC LTD VS. Owoyele (1988) 4 NWLR (PT. 90) 588**

The Claimant on his part, raised three (3) issues for determination to wit;

1. Whether or not there is a landlord and tenant relationship between the Claimant and the Defendant with regard to the subject matter of this suit?
2. Whether or not the Defendant has any unpaid arrears of rent indebtedness to the Claimant with regard to the subject matter?
3. Whether in the circumstance of this case, the Claimant has proved its case to be entitled to the reliefs endorsed on the Writ of Summons and Statement of Claim?

The Claimant's Counsel arguing issue 1 submitted that there exist a landlord and tenant relationship between the parties with regard to the subject matter of this suit as shown through Exhibit D as duly

executed by both parties. Counsel submitted that flowing from testimonies elicited from DWI during cross examination the Claimant has sufficiently established that there exist a Landlord and tenant relationship between parties.

Counsel submitted further that the relationship between the Claimant and the defendant in this instant case is that of Landlord and tenant in exchange for rent payment and that Exhibit D is a contractual agreement voluntarily entered into by both parties and is binding on them.

Arguing issue 2, which is, whether or not the Defendant has any unpaid arrears of rent, indebtedness to the Claimant with regard to the subject matter learned counsel to the Claimant submitted that the Claimant has established the fact that the Defendant is not just the tenant of the Claimant but that the Defendant is indebted to the Claimant for six years with unpaid arrears of rent from 2014 till 2020 tenancy rental cycle having been in occupation of the premises.

Counsel submitted that from the judicial authorities cited, the Defendant in this instant case has been in lawful possession of the demised premises since December 9th 2014 and when Defendant stopped paying rent, the total sum of money the defendant owed the Claimant is arrears of rent not mense profit and is obligated and bound to pay the arrears of rent to the Claimant.

On the third issue whether the Clamant is entitled to the reliefs sought, Counsel submitted that the by a preponderance of credible evidence led by the Claimant in this instant case the claimant has successfully proved its case against the Defendant to be entitled to the reliefs claimed against the Defendant and urged the Court to

enter judgment in favour of the Claimant. Claimant's Counsel relied on the following authorities;

1. **Airways Ltd (Inliquidation) & Ors v. Mahdi (2013) LPELR-20742 (CA)**
2. **Registered Trustee of Mission v. All States Trust Bank Plc (2003) FWLR (pt. 72) page 1804,**
3. **African Petroleum Ltd. v. Owodunni (1991) 8 NWLR (pt. 210) page 419.**
4. **Okafor V. Lemna Construction Co. Ltd & Anor (2018) LPELR46001 (CA)**
5. **Olojede& Anor v. Olaleye& Anor (2012) LPELR — 9845 (CA)**
6. **Odutola& ANOR v. Papersack NIG LTD (2007) VOL. M.J.S.C.129 AT 149 Paras A-B (SC),**
7. **DEBS v. Cenico Nigeria Ltd (1986) 3 NWLR (PT.32) 846.**
8. **Osawaru v. Ezeiruka (1978) 5-7 S.C (Reprint) 91,**

Upon a thorough evaluation of the evidence of parties as well as the final written address of respective Counsel, the issues that call for determination are:-

1. Whether the Defendant is a Tenant of the Claimant.
2. Whether Claimant is entitled to the orders sought.

On the first issue for determination, Claimant is contending that he is the landlord of Defendant while Defendant has emphatically stated that Claimant is not the owner of the premises. Defendant stated that he knows the owner of the premises, that the owner of the premises is "personally known to me" and that he has been paying his rents to the owner and never paid rents to the Plaintiff. Defendant further contended that the Claimant did not put him in

possession, rather, the alleged owner of the property put him in possession. That the Claimant had no authority of the owner to collect rents from him. Claimant in the course of trial, tendered Exhibit D, which is a Tenancy Agreement between the Claimant and the Defendant. Defendant denied signing the said agreement and contended that the signature on the agreement did not belong to him. A cursory look at the signature allegedly appended by the Defendant, it is totally different from the signature of the Defendant in all other document and processes before this Court. I therefore agree that the Defendant did not sign the Tenancy agreement and this Court will discountenance the said Tenancy agreement.

At this junction, it is pertinent to differentiate between a landlord of a premises and an owner of a premises. While title and ownership are synonymous, a landlord of a property connotes a wider definition. It has been held as in the case of **COKER V. ADETAYO & ORS(1996) LPELR-879(SC)** that a Landlord is a person who is entitled to the immediate reversion of the premises. This includes attorney, agent or caretaker, solicitor or a mortgagee or even a joint common owner or beneficiary of the owner through inheritance. The Definition of a landlord is not exhaustive, whereas the definition of the owner of a premises is simply limited to the person in whom title of the premises resides or in other words, ownership of the premises resides. In another definition of landlord, a tenant of premises who sublets to another tenant becomes the landlord of the premises as regards rent from the subtenants. See **ABEKE VS. ODUNSI (2013) ALL NWLR (PT.697)1797.**

From the evidence before me, it is not in doubt that the Defendant is in lawful occupation of the premises, rather Defendant is contending that Plaintiff is not the owner of the premises. Claimant in paragraph 10 of its statement of claim stated:

“That Defendant has paid only N2,000,000.00 as rent from his arrears of rent to the Claimant through its Unity Bank Account since commencement of the Tenancy Circle of”

In response to paragraph 10 above, the Defendant in paragraph 11 of his witness statement on stated; -

“That in response to paragraph 10 of the Claimant’s Statement of claim, it is not true that I paid only N2,000,000.00 of my outstanding rent regime of N28,000,000.00”

Also, paragraph 9 of the Defendant’s statement on oath states;

“.....I had never paid the Claimant but the owner collect directly from me. It shall be contended at trial that the Claimant has no authority of the owner to collect money or rent from me.”

Claimant tendered Exhibits J₁, C₁ and C₂, which are to the effect that Defendant paid in the sum of N2,000,000.00(Two Million Naira) into Claimant’s account with Unity Bank in proof of paragraph 10 of Claimant’s statement of claim. As earlier stated, this Court has discountenanced the Tenancy agreement. In a situation where there is no tenancy agreement, the Courts would resort to the mode of payment of rent to determine if there indeed exists a Landlord and Tenant relationship between parties. From processes before me,

Claimant has simply contended that he is the Landlord of Defendant and has gone ahead to prove same via Exhibit J₁, C₁, and C₂, that Defendant made part payment of rent of N2,000,000.00 (Two Million Naira) to Claimant. Defendant on his part denied paying the sum of N2,000,000.00 (Two Million Naira) in Claimant's account but failed to adduce reasons for evidence of payment provided by Claimant, neither has Defendant shown through credible evidence that he paid the said N2,000,000.00 to the Claimant in ignorance that he was of the mistaken belief that Claimant was his landlord as at the time of payment. Defendant has also neglected to furnish this Court with any exhibit as to his alleged payment of rent to the owner of the premises. The said owner did not give evidence before this court neither was he joined as a party to this suit.

It is trite that the standard of proof in civil cases is on preponderance of evidence. **Section 134. Of the Evidence Act, 2011** states:

“The burden of proof shall be discharged on the balance of probabilities in all civil proceedings”

Section 133 of the evidence Act. 2011 states:

(1) In civil cases the burden of first proving the existence or non- existence of a fact lies on the party against whom the judgement of the court would be given if no evidence were produced on either side, regard being had to any presumption that may arise on the pleadings.”

(2) If such party adduces evidence which ought reasonably to satisfy a jury that the fact sought to be proved is established, the burden lies on the party

against whom judgement would be given if no more evidence were adduced; and so on successively, until all the issues in the pleadings have been dealt with.

From the above, the burden of proof in civil cases is not static but shifts from party to party. Claimant in this case has discharged the burden of proof that Defendant paid part payment of outstanding rent to Claimant in the sum of N2,000,000.00 (two million Naira) but Defendant has been unable to shift the same burden back to the Claimant as mere oral assertion that Defendant never paid rent to the Claimant in the face of glaring evidence that he actually paid N2,000,000.00 (two million Naira) to the Claimant will not suffice. See **OLORUNKOJIE VS. ROKOSU & ANOR (1953) 20 NLR 18** where the Court held that unless a tenant proves that he paid rent in ignorance of the state of affairs and that some other person is the landlord; he is estopped by his payment of rent to a new landlord from denying the latter's title. It is worthy to note that the fact that Defendant paid rent to Claimant does not establish that title/ownership of the property resides with the Claimant, rather, the mere payment of rent to the Claimant estops Defendant from denying that Claimant is his landlord. Hence, payment of rent to a landlord does not necessarily establish title but establishes the fact that the recipient of rent is the landlord of the premises in whom reversionary interest resides. It is worthy to point out that the claim before this Court is not claim for rent based on ownership of premises or title but claim for rent from a landlord in whom reversionary interest resides. Defendant raising the issue of title of the premises must be done bona fide and with strict proof.

Section 143 of the Evidence Act states the burden of proof required as to ownership, thus;

“When the question is whether persons are partners, landlord and tenant, or principal and agent, and it has been shown that they have been acting as such, the burden of proving that they do not stand, or have ceased to stand, to each other in those relationships respectively, is on the person who affirms it.”

Claimant filed this suit as the landlord of the Defendant. Claimant tendered exhibits which show the Defendant paid the sum of N2,000,000.00 (two million Naira) to the Claimant’s account as outstanding rent. Claimant also tendered a letter authored by the Defendant dated 22/12/2017 wherein Defendant wrote to the Claimant’s, stating;

“I further seek your consideration to allow me commence a quarterly payment of the sum of N3,000,000.00 (three million Naira) commencing from January 2018 towards the total resolution of the outstanding due rental charge. It is my intention to continue my Tenancy relationship with you”

This letter also known as Exhibit H was unchallenged and uncontroverted that it was written by the Defendant to the Claimant. The combined effect of Exhibit J1, C1, C₂ and H is that the Defendant is without doubt, a tenant of the Claimant. Defendant’s claim for paying to the owner of the property directly is not supported by evidence. It is only logical that a tenant who claims to have paid such

humungous amount as rent to the owner of a property ought to have and in fact, tender receipts or proof of payment of rent to the said owner or better still a letter from the alleged owner instructing the tenant to pay directly to the owner, would have gone a notch in proving the Defendant's claim. Better still the said owner of property whom Defendant has allegedly been paying to was not called as witness.

From the interpretation of Section 143 of the Evidence Act 2011, a tenant has the duty of showing the Court, the person with a better title and in the absence of any evidence from Defendant, it would be foolhardy for this Court to rely on the oral assertion of the Defendant that someone else is his landlord apart from the Claimant. I therefore hold that Defendant is a tenant of the Claimant.

Having established that Defendant is the Claimant's tenant, a tenant who pays rent to his landlord is estopped from denying that the landlord does not possess title to the property except as earlier stated, he is able to convince the Court that he paid rent in ignorance of the true state of affairs and able to show the Court that someone else is his landlord.

Section 170 of the Evidence Act 2011 states;

“No tenant of immovable property or person claiming through such tenant shall during the continuance of the tenancy, be permitted to deny that the landlord of such tenant had at the beginning of the tenancy a title to such immovable property.....”

See the case of **ABEKE VS. ODUNSI (2013) ALL NWLR (PT.697)659 @paras E-F** where the Supreme Court held

“A tenant is estopped from disputing the title of his landlord. This applies to written and oral tenancy agreement as well as leases under seal. Thus, a lease cannot dispute his lessor’s title by setting up an adverse title while retaining possession.”

In **BACHON BOOKSHOP LTD VS. NJEMANZE (1977) 1 MSLR 126**,
Oputa C. J held

“put in another way, the law seems to be that in the absence of fraud, the payment of rent by the tenant to any person is prima facie evidence of that person’s title, therefore, it is not sufficient for the tenant to show that the person to whom he has been paying rent has no title, his receipt for the rent being sufficient until a better title is shown. After the payment of rent, the onus to show mistake or ignorance of the facts relating to the title shifts to the tenant”

Hence, onus is on the Defendant to show that;

1. He paid the sum of N2,000,000.00 (two million Naira) part payment of rent to the Claimant in ignorance that title does not belong to Claimant.
2. That some 3rd person is vested with reversionary interest/title.
3. Such reversionary interest/title in that 3rd person would entitle Defendant to a verdict of ejectment.

From the above, the Claimant, having discharged its burden of proof on a preponderance of credible evidence and having shifted the burden to the Defendant, the Defendant unable to discharge same, I

am of the view and I so hold that the Claimant has been able to prove on a preponderance of evidence that the Defendant is its tenant.

On the 2nd issue for determination, whether Claimant is entitled to the prayers sought?

Having held that Defendant is a tenant of the Claimant, it is only consequential that Claimant is entitled to receive rents from the Defendant. Defendant on his part has stated that he has been paying rent to the “real owner” of the property. Defendant failed to mention the name of the alleged “real owner” of the property; Defendant failed to tender receipts or proof of rents paid to the alleged real owner; the said real owner did not in any way challenge the title of landlord/Claimant as he was neither joined by the Defendant nor did he tender a letter of instruction from the “real owner” instructing him to pay to him. Defendant did not also furnish the Court with evidence of a tenancy relationship with the “real owner” whether oral nor written tenancy agreement. Without much ado, Defendant’s claim of a relationship with a nameless “owner” of the premises with whom he has been paying rents is not only unfounded but groundless.

Onus is on a tenant to satisfy the Court that he is not in arrears of his rent. In this case, Claimant has given evidence that Defendant is in arrears with his rent, hence, the onus shifted to the Defendant to disprove this assertion by producing his rent receipts, whether paid to a “nameless owner” or to the Claimant or even to a 3rd party but Defendant has failed to do so. For arrears of rent to succeed, it must be lawful rent due.

Consequently, I am of the view that the Claimant is entitled to the orders sought having proved.

1. IT IS HEREBY DECLARED that the Defendant is indebted to the Claimant in the sum of N28, 000, 000.00 (Twenty Eight Million Naira) representing the unpaid arrears of rent to the Claimant for tenancy circles of 9th December, 2014 to 8th December, 2015, 9th December 2015 to 8th December, 2016, 9th December, 2016 to 8th December, 2017, 9th December, 2017 to 8th December, 2018, 9th December, 2018 to 8th December, 2019, 9th December 2019 to 8th December 2020.
2. IT IS HEREBY ORDERED that the Defendant pay forthwith to the Claimant through its Solicitor, Aghahowa & Co, (Focus Chambers) the sum of N28, 000, 000.00 (Twenty-Eight Million Naira) only, being arrears of rent for five years (5) tenancy circles of 9th December 2014 to 8th December 2015, 9th December 2015 to 8th December 2016, 9th December 2016 to 8th December 2017, 9th December 2017 to 8th December 2018, 9th December 2018 to 8th December, 2019, 9th December 2019 to 8th December 2020.
3. On Claimant's 3rd prayer, payment of rent is governed in the Federal Capital Territory by the Recovery of Premises Act Cap 544, Laws of the Federation 1999. It is a delicate piece of legislation, which strictly governs landlord and tenant relationship; recovery of premises, rent, arrears of rent and mesne profit. Nowhere in the said law does it provide for the payment of interest on rent, and it is on this premise that prayer 3 is hereby refused.

Parties:Absent

Appearances:R. C. Ojiaku for the Claimant holding brief of
AghahowoAigboroEsq.E. Maji for the Defendant

**HON. JUSTICE MODUPE R. OSHO-ADEBIYI
JUDGE
29THJUNE, 2021**