

Examination of Causes of Tenancy Disruption and Its Effects on Property Investment in Anambra State, Nigeria

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Abstract - Tenancy disruption begets significant costs for landlords/investors, as each additional property falling vacant incurs costs with respect to the repairs, cleaning and re-servicing of the property, the costs in lost rent while it remains empty and the costs of re-letting the property to another tenant. To this effect, this paper examines the causes of tenancy disruption and its effects on property investment in Anambra State with a view to providing information to enhance decision making in property investment. The study adopted a survey method. The sample size was determined using simple random sampling technique. 396 questionnaires were administered by simple random sampling technique to respondents in three major cities in Anambra State namely: Awka, Nnewi and Onitsha. Results obtained revealed that non-payment of rent, habitual late payment of rent and breach of contract are the most important circumstances that results in tenancy disruption in Anambra State while loss of income to the landlord/investor, void on properties and delayed mortgage loan repayment are the most important effects of tenancy disruption in the study area. The study concludes with proposed preventive measures which when adequately utilized in property management procedures and services could forestall tenancy disruption in the study area.

Indexed Terms: Property Management, Property Investment, Tenancy Agreement, Tenancy Disruption

I. INTRODUCTION

The primary aim for investing in real estate is the preservation and possible enhancement of the capital invested. Fundamentally, most investors in real estate seek a profit on the money they invest. For a real estate investor, the income stream from the tenants rent should generate one kind of profit. The gross amount of rent should be adequate to pay for all of the fixed and variable operating expenses of the property, with enough remaining to show a return on the investment.

Decisions are often made to invest in property with the primary objective of achieving the necessary level of financial return in the form of rent. Due to the

uncertainty surrounding future events, the benefits may or may not be realized. The decision to engage in real property investment is among the most difficult and critical an investor has to make. This is not only because of the large capital outlay and long gestation period but equally once the decision is taken, an error which may result if discovered, can hardly be easily remedied.

Real Estate Investment involves the purchase, ownership, management, rental and/or sale of real estate for profit. It is an asset form with limited liquidity relative to other investments, it is also capital intensive, and is highly cash-flow dependent. According to Ajayi (1998), investors in property of various types are uncertain about the outcomes of their actions. Future events are difficult to forecast in precise terms and over time forecast becomes unreliable. Investors make an immediate sacrifice of current purchasing power in expectation of future economic benefit. It is generally acknowledged that the main reason for investing is to secure future returns.

An individual can satisfy housing need by either occupying his own (owner occupier) property or by renting another person's property. Presently, in our society, the need for shelter is mainly met through renting another person's property. The rental housing market therefore provides an opportunity and serves as a link where housing needs are met. With increase urbanization, the situation has worsened. Many people are no longer able to own property because of the difficulties associated with the acquisition of land and the high cost of building construction. Therefore, they are left with the alternative of renting other people's properties in order to satisfy their need for shelter.

In Anambra State urban areas particularly in Awka, Nnewi, and Onitsha, after the initial advance rent or lease has expired, the subsequent payment of rent or lease most times becomes problematic. Most prospective tenants who were usually eager to meet

the terms, conditions and requirements normally set for new tenants often become recalcitrant no sooner than they had taken possession of the accommodation (Oni, 2010). Not only do they default in rent payment, they often fail to comply with responsibilities as stipulated in the covenants of the tenancy.

Tenancy breakdown had generated significant costs for landlords, as each additional property falling vacant incurs costs in relation to the repair, cleaning and re-servicing of the property as well as the costs in lost rent while it remains empty and the costs of re-letting the property to another tenant. Cases involving claims for tenancy disruption and recovery of premises could potentially increase legal costs, create an entitlement to compensation and cause damage to the landlord's reputation. Rent default is high on the list of landlords' concerns in Anambra State such as Onitsha where a landlord allegedly dragged his tenant to Okija shrine over unpaid house rent (Nwaiwu, 2016). Awka, Onitsha and Nnewi are presently experiencing various forms of tenancy disruption on residential properties investment having a direct impact on the investor's returns.

The aim of investing in housing is to earn a continuous flow of income. The sustainability of this forms the focus of good property management and realization of projections from accrual. However, lots of intervening variables exist between projections and their actualization. One of such variables could be disruption of continuity in the occupation of properties. This study evaluates such disruptions with a view to assessing their effects on property investment and sustainability of investment therein.

II. CONCEPTS OF TENANCY AGREEMENT AND DISRUPTION

2.1 Tenancy Agreement

Tenancy agreement is a legal document that defines the relationship between the landlord and the tenant. This formal definition of the landlord-tenant relationship clearly states the responsibilities of the tenant to the landlord and vice versa. Agreements of this nature are usually drawn up by a real estate attorney for a fee. However, there is a trend that has started to take root in Nigeria in recent years. Many landlords now desire to keep the legal fee to

themselves. They collect the attorney fee from the tenant and give the tenant a free tenancy agreement from a previous transaction or some other sample agreement downloaded from the internet. Here, the landlord and tenant risk having a document that maybe deemed invalid by the court of law and that put them both at unnecessary risk. The tenancy agreement essentially states the landlord and tenant's rights concisely and without any ambiguity. According to UN-HABITAT (2006), there are two kinds of leases and the laws are different for each: The periodic lease (generally a month-to-month tenancy) and the lease for a definite term (a rental agreement specifying a definite rental period, generally six month or a year). The tenancy agreement which could be either oral or written is designed to protect the interests of all parties involved in the rental housing sector and should state clearly the responsibilities of the landlord and the tenant. A written tenancy agreement is preferable and must be duly signed by all parties after reading and understanding the contents of the agreement.

Dabara, Ojo and Okorie (2012) investigated the level to which a tenancy agreement protects both landlords and tenants in a tenancy relationship. The study found that in Nigeria, the tenancy agreement gives protection to the stakeholders in the rental housing sector only on paper. This is because many rental agreements between landlords and tenants in Nigeria are personal and informal in nature, concluded outside of any government regulatory framework or formal legal system. This informality and lack of official documentation makes going to court an extremely impractical way of dealing with landlord-tenant conflicts. The provisions of the rent control and recovery of premises laws in Nigeria have been held more in disobedience than in obedience for many years. Hence even when a tenant defaults in payment of his/her rental obligation, it is quite difficult to recover the said rent. The researcher view cannot be said to be applicable all over the country, for there are many exist certain circumstances where tenancy agreement gives certain level of protection to the parties involved in a tenancy agreement.

2.2 Causes of Tenancy Disruption

Concerns about 'tenancy failure' have prompted a range of research work, often practically oriented, that has tried to explain why it happens and so to produce

practical recommendations as to how landlords might tackle the problem. It has been discovered that high rates of tenancy breakdown leading to termination, in the private and social rented sectors have increasingly been identified as problematic both in the UK and elsewhere (Pawson and Munro, 2007).

The study carried out by Akogun and Ojo (2013) revealed that rent default accounted for 57.66% of the reasons for evictions was the most important followed by breach of covenant, holdover and owner's intention to use the property. The most significant method adopted for evicting tenants was quit notice. Their work also provides a basic guideline for policy makers to seek a solution to eviction problems. It also provides an alternative method of eviction which is relatively less expensive and time consuming.

Sani and Gbadegesin (2015) in examining the nature of private rental housing market and the influencing factors in Kaduna Metropolis discovered that tenants (rental housing consumers) behaviour and breach of tenancy agreement and harsh landlord's policy as the main causes of rental default.

Dabara, Ankeli, Oluwasegun and Odewande (2014) examined the perception of commercial property occupiers towards their lease structures, terms and duration (LSTD) in Ede, Nigeria. Questionnaire survey was carried out to elicit for information from the occupiers' in the study area. The targeted population for the study consisted of 917 shops in prime commercial areas of Ede. The sample size adopted was 12% of the population. The random sampling technique was used in selection of the sample size for the study. Structured questionnaires were administered to shop owners in the study area, which totaled 150. However, only 113 questionnaires were retrieved (i.e. 75% response rate). The results from the 113 responses were collated and analyzed using both descriptive and inferential statistics. Findings from the study revealed among others that most occupiers in the study area are satisfied with their current lease duration which is mostly of a year (renewable) duration; most of the occupiers are however dissatisfied with some of the terms in their lease structure which could impact on their willingness to pay rent as at when due.

Ankeli, Dabara, Oyediran, Guyimu, and Oladimeji (2015) conducted a study with the aim of determining the impact of housing facilities' condition on the rental values of residential housing units in Ede, Osun State. The authors collected data from household heads of rented apartments in the study area as well as registered Estate Surveyors in the study area. The data collated was analyzed using both descriptive statistical tools such as frequencies, weighted means and averages as well as trend analysis. Findings from the study revealed that properties with better conditions in terms of infrastructures and physical soundness command higher rental values. The physical condition of the housing facilities also influences the willingness of tenants to meet up their rental obligations as at when due.

By nature, a tenant pays a landlord an agreed upon amount of money in order to occupy a dwelling for a set period of time. The tenant signs a lease agreement and must abide by the terms of this lease. The most basic responsibility of a tenant under this lease agreement is to pay rent. If the tenant does not pay their monthly rent, they are in violation of their lease agreement.

State laws will differ regarding the eviction process for the reason of unpaid rent. In some states, you can initiate the eviction process immediately. In other states, you must first send the tenant a Notice to Pay Rent or Quit. The service of a notice to quit is the most widely known mode of terminating a periodic tenancy. It calls on the tenant to vacate the premises and this can only be issued. Notice to quit usually notifies the tenant to quit or of the landlord's termination of the tenancy and a call on the tenant to yield up possession on a given date. Section 148 of Anambra State Landlord and Tenant Law 1986 states that "where there is no express stipulation as to the notice to be given by either party to determine the tenancy the following periods of time shall be given;

- a. in the case of a tenancy at will or a weekly tenancy a week's notice;
- b. in the case of a monthly tenancy, a month's notice;
- c. in the case of a quarterly tenancy, a quarter's notice;
- d. in the case of a yearly, half a year's notice.

The statutory minimum period may have been introduced to ensure that the greater the periodic a tenants pay, the lengthier the period of notice to terminate his tenancy.

Section 149 of the Law reads “Notice referred in section 148 may be given at any time prior to the date of termination of the current terms of tenancies, but they shall not be effective if the time between the giving of the notice and the effective if the time tenancy is to be determined is less than time when the tenancy is to be determined is than the respective periods set out in section 148”. However, in the Nigeria circumstances a landlord should be able to give notice of his intention to terminate the tenancy at any time during the year provided he gives notice calculated to be up to six months with respect to yearly tenancy.

However, in Britain following the day the rent is due, and the tenant fails to pay, the landlord can serve a termination notice to be effective ten days after the date the notice is served. The tenant may within five days after receipt of the notice pay all rents due and the notice of termination is then void (University of British Columbia, 2004). If the tenant refuses to pay or move out, eviction procedure may commence. Rent arrears are seen as the commonest of all the rationale for tenancy disruption.

2.3 Effects of Tenancy Disruption

Akogun and Ojo (2013) examined the consequences of tenant eviction in property management practice with a view to suggesting measures aimed at reducing its incidence. The study was conducted in Ilorin metropolis in 2010. The focus group for the research work was the Estate Surveyors and Valuers and the tenants that were evicted from residential properties from 2001 – 2010 in Ilorin metropolis. All the 16 firms that were practicing in Ilorin as at 2010 were surveyed by questionnaire administration. The responses of the estate surveyors indicated that there were 1,446 evicted tenants during the period; 10% (144) evicted tenants were selected by stratified method using property types as criterion to ensure that all categories of residential properties are fairly represented in the study. Questionnaires which were a combination of closed and open-ended questions were administered on the subjects. Each respondent was asked to

complete a questionnaire by answering questions concerning their socio-economic status and the effects the eviction had on them. However, only 114 questionnaires (representing 79.17% response rate) were completed, returned and found useful for the study were retrieved from the evicted tenants while the surveyors indicated 100% response rate. Data collected were analyzed using frequency distribution tables and frequencies. The study revealed that the most vulnerable categories of tenants are within the lower income bracket. In spite of the substantial qualitative and quantitative housing problems in Nigeria, the impact of eviction can be severe. Eviction resulted in homelessness for the displaced tenants; it led to enmity, loss of income and time wastage for litigation and also bad reputation for the manager especially where the case was lost. Evictions when inevitable should be undertaken with a degree of concern and care must be taken to avoid waste of resources. The paper observes that it is necessary to create a national database of detailed information on evictions to help determine the scope of the problem, bring national attention to eviction issues, and develop housing policies and programs that might decrease the occurrence and impacts of evictions. The study focused only on the consequence of tenancy disruption on the part of the property manager and tenant, without putting into consideration the financial implication on the investor/landlord.

The initial celebrations of a done deal in form of agency fees collected soon turn to despair and great concern as such fees are sometimes spent on writing rent demand notices, letters and reminders, transportation, and attending court sessions (Oni, 2010). In the opinion of Akomolede (2006), it is better not to let a property than let it to a difficult tenant. He suggested that ability and willingness to pay required rent, suitability of the tenant to the property, ability and willingness to meet the terms of the lease, provision of suitable reference, payment of rent, and caution deposit are paramount in selecting tenants. This assertion was supported by Udo-Akagha (2006) and Ojo (2003) who stated further that estate surveyor encounter problems with difficult tenants and that they cautiously go about selecting tenants based on prestige and economic climate at the time of transaction. Relating the success of management of property and type of tenants, Brzowski (2008) opines that landlord

and agent's success depends on screening of tenants. According to Bello (2008), tenant's ability to pay rent and observe other covenants in tenancy agreement are paramount considerations for judging whether they are good or bad. Estate surveyors sometimes find it tougher to deal with difficult corporate tenants especially when they default in rent payment and the need to eject them arises; they have resources to engage experienced lawyers to frustrate ejection processes. Also, the decision to rate a particular tenant over the others is done basically by intuition, without scientific measure and technique to actually predict really good prospective individual or corporate tenant (Oni, 2010). Hence, the estate surveyor is left with the herculean task of safeguarding his clients' investment, protecting his tenants' rights and ensuring that he also is fully shielded from problems arising from stakeholders in his management portfolio.

2.4 Measures to Forestall Tenancy Disruption

Many landlord-tenant disputes can be avoided by open communication and both landlords and tenants knowing their rights and responsibilities, and those parties should not assign blame but focus on negotiating a solution; and it is recommended that agreements must be put in writing (Paris, Randolph and Weeks, 1992). Ho (2006) is of the view that developing and maintaining a good working relationship between Landlord and tenant is crucial to the successful achievement of the aspirations and objectives of both parties. Being as open as possible and having a clear understanding of each other's objectives both for the long and short term can remove uncertainty, build confidence and trust, and avoid conflict. Wrapping up that where there are legal arrangements that provide the framework for the landlord-tenant relationship, such framework should be established properly. Lack (2009) on the other hand believes that clear communication is key to support these arrangements and that changes should be in writing. There is no need to hire a real estate attorney to prepare a simple rental agreement, but if either party is adamant than it can be considered, it is a business arrangement and should be treated as such. In the opinion of Hirsch (1983), misunderstandings among landlords and tenants are very common, may cause a strain in their relationship, and lead to early termination of lease, or worse, lawsuits. The study

recommended that in order to avoid incurring additional damages and finances in the future, it would be best for both the property owner and the tenant to know their expectations, obligations, and rights. All of these are expected to be clearly stated in the lease form and it is imperative that these forms are properly written, read, and understood. Furthermore, a list of things expected to be in a lease agreement was given without which there may be dispute in the future. This includes an explanation of the person whose responsibility it is to settle water, electricity and utility bills. If the property owner settles the utility bills, how much the tenant will pay as part of the rent must be clearly stated?

According to Olawore (2010), dispute is part of human existence and will always arise, and human relationships are defined by how it is resolved. Landlords and tenants disputes may arise as a result of non- payment of rent or late settlement of rent, damage of landlords fixtures, furniture and fittings, non-refund of security deposits, etc. amongst others. Landlord-tenant disputes are example of common complaints that can become intractable and seemingly unending court processes. These disputes may become nasty because the tenant depends on a place to live and the landlord's rental income derivable there from; while their mutual interests can sometimes be a platform for them to disagree (Malek, 2009).

According to Lack (2009), there are a few options open to the landlords and tenants if the relationship does not seem to work out. In a study on the conflict between landlords and tenants in America and implications on energy sensing and feedback, Dillahunt, Mankoff & Paulos (2009) found that although several tenants were in the opinion that complaints would be ineffective, they however stated that: knowing their rights, seeking new information and advocacy support from organizations, and collective pressure from many tenants, are effective ways to influence the landlords. On the other hand, they found from landlord perspectives that the primary reason for conflict is financial irresponsibility. In the landlords' opinions, tenants seemed to be wasteful of resources they did not pay for while from the tenants' perspective, landlords usually avoid repairs when tenants' money is at stake. A number of landlords priorities were identified in Dillahunt et al (2009),

these are keeping apartment units filled with residents, not spending any more than what they have budgeted to spend, and also willing to invest in something only if it pays off in the next five years. On the other hand, the role priorities of residents are: safety, comfort, saving money, ethics, spirituality/religious reasons; while the role priorities of the agents are: improving tenant-landlord relationships, building conditions, and services for tenants under a strength in numbers model, encouraging regular communication and community awareness among other tenants.

According to Mengle (1983), the inequality of bargaining power between landlord and tenant has been well documented. Tenants have very little leverage to enforce demands for better housing. Various impediments to competition in the rental housing market such as discrimination and standardized form of leases by landlords place tenants in a take-it-or-leave-it situation. This is compounded by increasingly severe shortages of residential increases that have reinforced the landlords bargaining power.

Oni and Durodola (2010) stressed the importance of ensuring that facilities provided by their clients are adequate before taking up the letting and management of a residential property. They recommended that planning approving authorities must ensure that adequate facilities are provided in low-income tenement houses in relation to the number of tenants before approval is granted.

III. MATERIALS AND METHODS

The study adopted the descriptive survey research design. The population of the study comprises of Estate Surveyors and Valuers, Landlords and Tenants in Anambra State, Nigeria. The sample is limited to residential properties because residential properties represent the largest stock of real estate assets in Anambra State like most cities of the world. Furthermore, the market for residential properties is often the most active submarket where sufficient information can be readily garnered for the type of analysis required. Random sampling technique was used in the selection of the Estate Surveyors and Valuers, Landlords and Tenants. The sample of four (4) Estate Surveying and Valuation firms were selected each from Estate Surveying and Valuation

firms in Awka, Nnewi and Onitsha. Then, Ten (10) landlords and twenty (20) tenants were randomly selected from each Estate Surveying and Valuation firms. A total of 396 questionnaire in all were administered (36 questionnaires were administered on Estate Surveyors and Valuers, 120 questionnaires were administered on the landlords and 240 questionnaires were administered on the tenants. In this study, an ordinal measurement scale 1 to 5 was used to determine the effect level. Respondents were asked to score their responses according to the degree of important: where 1 = strongly agree; 2 = agree; 3 = undecided; 4 = disagree; 5 = strongly disagree. The sources of data include Primary and Secondary Sources of data. Primary sources of data was used as a means to collect first-hand information of the likely causes and effects of tenancy disruption in the study area through administration of questionnaires and oral interviews. Secondary sources of data used in this research project were taken from various journals, seminar papers, textbooks, past project and some other documented materials, some of which may be published or not.

In the presentation, analysis and interpretation of data, tabular, statistical and textual modes of data presentation was used. The responses for each relevant question in the questionnaire were represented in tables and the statistical results used to compare the relative importance to various answers.

IV. DATA PRESENTATION AND ANALYSIS

Table 1: Analysis of Distributed Questionnaire

Questionnaire	Number of Respondent	Percentages
Distributed	396	100
Returned Questionnaire	351	88.6
Unreturned Questionnaire	45	11.4
Total	396	100

Table 1 above shows that 351 of the distributed questionnaires which amount to 88.6 percent were returned while 45 questionnaires which amount to 11.4 percent questionnaires were not returned. This

shows that there were a high percentage of returned questionnaires.

Table 2: Gender of Respondents

Gender	Frequency	Percentages
Male	254	72.4
Female	97	27.6
Total	351	100

Table 2 shows above that 72.4 percent of the respondents are male while 27.6 percent are female.

Table 3: Location of Respondents

City	Frequency	Percentages
Awka	117	33.3
Onitsha	124	35.3
Nnewi	110	31.4
Total	351	100

From the Table 3 above, the result shows that 33.3 percent of the respondents are in Awka, 35.3 percent of respondents are in Onitsha while 31.4 percent are in Nnewi.

Table 4: Causes of Tenancy Disruption in Anambra State

S/N	Factors	Awka		Nnewi		Onitsha		Anambra	
		Mean	SD	Mean	SD	Mean	SD	Mean	SD
1	Non-Payment of Rent	4.2727	1.09970	4.1835	1.13174	4.2121	4.2121	4.2222	1.16210
2	Habitual Late Payment of Rent	4.1818	1.07671	4.1651	1.14272	4.2803	4.2803	4.2137	1.11992
3	Undue damage to the Property	4.0636	1.22869	3.9541	1.26480	3.9697	3.9697	3.9943	1.25355
4	Nuisance to Other Tenants	3.6909	1.36634	3.7156	1.26996	3.7803	3.7803	3.7322	1.31239
5	Inhabitable condition of property	3.8273	1.36038	3.8532	1.31110	3.8485	3.8485	3.8433	1.33992
6	Tenants' insolvency	3.4909	1.38634	3.5505	1.51221	3.1591	3.1591	3.3846	1.49196
7	Breach of contract	4.1727	1.16414	4.3394	1.03834	4.0833	4.0833	4.1909	1.17621
8	Change of status (e.g. marriage)	3.3636	1.56056	3.4128	1.42862	3.2273	3.2273	3.3276	1.48066
9	Change of circumstances (e.g. the tenant buys a house, the landlord decides to sell the house)	3.5909	1.36332	3.5229	1.37165	3.1970	3.1970	3.4217	1.39959
10	Endangering the safety of other tenants by the landlord.	3.0455	1.42961	2.8991	1.47789	2.9924	2.9924	2.9801	1.44703
11	Illegal acts by the tenant.	3.4909	1.46985	3.1560	1.46676	3.2803	3.2803	3.3077	1.49549
12	Overcrowding caused by tenant. (Illegal accommodation of occupants).	3.3909	1.44054	3.4220	1.34229	3.2121	3.2121	3.3333	1.43028
13	Ineffective Tenancy Legislation	3.4909	1.45101	3.6606	1.38925	3.4773	3.4773	3.5385	1.41546

From the Table 4 above, it shows conclusive opinion that the responses on the circumstances that could result in tenancy disruption in Anambra State as a whole are Non-Payment of Rent, Habitual Late Payment of Rent and Breach of contract with a mean score of 4.2222, 4.2137 and 4.1909 respectively. Also the least circumstances that result in tenancy disruption in Anambra State are endangering the

safety of other tenants by the landlord, Illegal acts by the tenant and Change of status (e.g. marriage) with a mean score of 2.9801, 3.2803 and 3.3276 respectively.

Table 5: Effects or Consequences of Tenancy Disruption on Property Investment

S/N	Effects	Awka		Nnewi		Onitsha		Anambra	
		Mean	SD	Mean	SD	Mean	SD	Mean	SD
1	Loss of Income to the landlord/investor.	4.5455	.91508	4.5138	.91908	4.4621	.96824	4.5043	.93464
2	Leads to void on properties.	4.1818	1.07671	4.1651	1.14272	4.2803	1.14128	4.2137	1.11992
3	Motive of investment unattained.	4.1727	1.16414	4.3394	1.03834	4.0833	1.28433	4.1909	1.17621
4	Delayed Mortgage loan repayment	3.6909	1.36634	3.7156	1.26996	3.7803	1.30947	3.7322	1.31239
5	Incurred cost of ground rent on void properties.	3.4909	1.46985	3.1560	1.46676	3.2803	1.53491	3.3077	1.49549
6	Depreciation of building components.	4.1000	1.21874	4.2294	1.15175	4.0152	1.25998	4.1083	1.21407
7	Enmity on part of landlord	3.4364	1.34456	3.3761	1.43881	3.2121	1.49314	3.3333	1.43028
8	Time loss of void periods.	3.4909	1.47608	3.1560	1.40221	3.1894	1.42568	3.2735	1.43800
9	Low Rating on property	3.2636	1.47566	3.2202	1.49912	3.2045	1.51198	3.2279	1.49262
10	Cost of Repairs of vacated premises.	3.9545	1.35719	4.0459	1.19711	4.0076	1.28108	4.0028	1.27727
11	Re-letting difficulties.	3.8273	1.36038	3.8532	1.31110	3.8485	1.35627	3.8433	1.33992

From the Table 5 above, it shows the most important effects or consequences of Tenancy Disruption as Loss of Income to the landlord/investor, void on properties and Motive of investment unattained with a mean score of 4.5043, 4.2137 and 4.1909 respectively in Anambra State. While the least important effect or consequences of tenancy disruption are low rating on property, Time loss of void periods and Incurred cost of ground rent on void properties at mean scores of 3.2279, 3.2735 and 3.3077 respectively.

Table 6: The measures to forestall tenancy disruption

S/ N	Preventive Measures	Awka		Nnewi		Onitsha		Anambra	
		Mean	SD	Mean	SD	Mean	SD	Mean	SD
1	Proper communication and education of the landlord and tenant before commencement of lease.	4.2000	1.29785	4.2752	1.17750	4.1439	1.26088	4.2023	1.24515
2	Achievable Rent collection policies and payment plans to aid tenant's annual rent renewal.	3.9909	1.39129	4.1284	1.33403	3.9773	1.38402	4.0285	1.36875
3	Referrals for tenants during their tenancy and when exiting a unit.	3.9545	1.35719	4.0459	1.19711	4.0076	1.28108	4.0028	1.27727
4	Effective tenant selection processes.	4.2636	1.19385	4.3028	1.08444	4.2424	1.21769	4.2678	1.16720
5	Conflict resolution and mediation processes when there's breach of contract.	4.1000	1.21874	4.2294	1.15175	4.0152	1.25998	4.1083	1.21407
6	Proper management of premises of the property.	4.5455	.91508	4.5138	.91908	4.4621	.96824	4.5043	.93464

From the Table 6 above, the measures to prevent tenancy disruption in Awka, Nnewi and Onitsha with mean score of 4.5455, 4.5138 and 4.4621 respectively are Proper management of premises of the property. This was followed by Effective tenant selection processes with mean score of 4.2636, 4.3028 and 4.2424 respectively in Awka, Nnewi and Onitsha.

All measures to prevent tenancy disruption as rated are very important because they are all above mean score of 4.0.

V. CONCLUSION

From this study, it has been exhaustively examined that there are factors that result to tenancy disruption and its effect on property investment in Anambra State was vividly seen from the analysis. The major causes of tenancy disruption were seen to be, tenants non-payment of rent, habitual late payment of rent, breach of contract, undue damages to the property, nuisance to other tenants, un-habitable condition of property, and ineffective tenancy legislation, amongst others. The effects of tenancy disruption on property investment affect the investor's level of profit and the property as an investment. Some of the most important

effects of tenancy disruption derived from the study are loss of income of the investor/landlord, void on properties, delayed mortgage loan repayment, depreciation of building components, re-letting difficulties, time lost on void period and cost of repairs of vacated premises, amongst others. The study also revealed a number of preventive measures that can be taken to forestall tenancy disruption in the study area. It must be emphasized that tenancy disruption can be maximally dealt with if these preventive measures are adequately utilized in property management procedures and services.

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