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Occupiers' Perception of Commercial Leases: Empirical Evidence from Ede, Nigeria

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Authors' contributions

This work was carried out in collaboration between all authors. Author DID initiated the research work and collaborated with the other co-authors in the design of the study, performance of the statistical analysis, writing of the manuscript and reading the approved final manuscript.

Original Research Article

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ABSTRACT

The purpose of this study is to examine 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 917shops 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. The study revealed 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. It was recommended that the government should intervene in the real estate rental market in Nigeria by harmonizing the LSTD in the country. Leases should also be structured in such a way that it will be acceptable and satisfactory to both the lessees and the lessors. This will help in the mitigation of the constant conflicts experienced among stakeholders in the Nigerian rental property market as well as address the mismatch between what occupiers' desire and what lenders or lessors provide.

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1. INTRODUCTION

Landlords, occupiers and lenders in the real property sector always focused on ways in which they can minimize their risk of loss and liability by designing lease structures, terms and durations that favor them [1,2,3,4,5]. The pressures arising from the shortage of rental properties in Nigeria are felt strongly in the real estate sale and rental markets. Properties are generally over-valued, lease terms and duration unfavorable and rental rates mostly unjustifiable [6,7]. In Nigeria, commercial leases, which encompass extent and duration of such lease, start from one year and above [5].

According to Wessel [8] for most applicants of rented properties, there is a lack of information available about their future landlord, their track record, and the condition of the properties available for letting. Wessel also noted that most tenants sign a lease agreement with typically only a brief, largely subjective viewing of the demise property, rarely reading and comprehending the lease structures and terms. Several researchers in both developed and developing economies had carried out studies on leasing practices, examples include: [9,10,11,12,5]. Despite these researches, there are still gaps in the knowledge concerning the attitude of occupiers to leasing. This study seeks to fill one of these gaps; the perception of occupiers with respect to lease structures, terms and duration (LSTD) in Ede, Nigeria. In order to address occupiers' attitudes towards LSTD, a survey of a number of commercial occupiers was undertaken in Ede, Nigeria.

The main aim of this study is to critically examine the perception of shop occupiers' towards LSTD in Ede, Nigeria, using data drawn from questionnaire survey in the study area. The availability of such data provides a unique opportunity to examine the perception of commercial occupiers' towards LSTD empirically. In this respect, the paper addresses the following questions: What is the perception of occupiers in the study area towards LSTD? What lease terms are problematic for commercial occupiers in the study area? Are occupiers in the study area satisfied with their current lease duration? What areas do occupiers in the study area desire adjustments in their LSTD? The answers to these questions are central to understanding the perception of commercial occupiers' towards LSTD in Ede. It will also serve as a basis for viable recommendations on how to address the mismatch between what occupiers' desire and what lenders or lessors provide, thereby making the rental market more vibrant and acceptable by all stakeholders. The paper is organized as follows: the next section (2) reviews related literature; section three (3) describes the study area and discusses the research methodology; section four (4) presents the summary of findings and discusses the results; Conclusion and recommendation are contained in section five (5).

2. RELATED LITERATURE

There is great variety in the proportion of people in different cities who are residential and commercial occupiers, from cities where less than 10 percent are tenants to cities where more than 80 percent are tenants [13,14,15]. Tenants are often particularly vulnerable to rapid economic, social and urban changes. They generally have little or no effective legal protection and can be displaced from their accommodation by the owners at short notices, even where contracts exist between occupiers and owners in the form of lease agreement. Occupiers are often subjected to unpalatable conditions and rises in rent, especially when

landlords are themselves suffering economically and making the lease structures, terms and duration favor them becomes necessary to maintain their incomes [16,12,17].

In order to curb the excesses experienced in the rental market, property owners, property managers, governments and investors in the real property sector the world over, have invested enormous resources in developing model leases, tenancy agreements, and other instruments that are routinely used in connection with the development and operation of land and landed properties. The rights and obligations contained in these instruments are of great practical use when they are enforced in an efficient and effective manner [18,19]. However, it is observed that occupiers and lenders have divergent attitudes towards these instruments, most especially as regards its structure, terms and duration [12].

A lease structure, terms and duration for a property that is sufficient enough and satisfactory from the lessor's point of view may or may not be satisfactory and sufficient enough from the occupier's point of view [20]. To enhance occupiers' satisfaction, Onibokun [5] promotes the concept of user satisfaction by incorporating four interactive subsystems: the tenant subsystem, the dwelling, the environment, and the management subsystem. Using these subsystems, an occupier can base his or her needs on all four areas according to his or her expectations, rather than just one, two or three areas alone. The fewer the number of areas considered, the more likely the tenant will be dissatisfied with their properties and with the lease structure, terms and duration. To reduce the probability of occupiers' dissatisfaction, the landlord should strive to incorporate all four interactive subsystems.

DETR [21] asserted that lease structures were more influenced by: the sector, size of the letting, the quality of the location within the town, the quality of the building and the tenant type. Although, lease structures do differ by the above factors, lease structure trends tend to be similar across the whole rental market. Similarly, [12, 19, 13] confirms this assertion by identifying the factors crucial in influencing occupier's perception of lease structures as: the surrounding neighborhood and community, crime, social interaction within the community, lease length, problematic clauses in the lease term, renters associations for neighborhood involvement, condition of repairs of the rental unit and quality of the homes or apartments.

There was some evidence in the DETR, [21] and Neil et al, [12] studies that there exists a mismatch between what occupiers required and what they were offered in leasing practices. The studies revealed that the attitudes of occupiers towards their lease structures, terms and duration was that of dissatisfaction. In the world today UK leases are considered very long by international standards. The average lease length of all real property in UK metropolitan areas is between 10 to 25 years with upwards – only rent reviews every 5 years, as against leases of less than 10 years in Australia, United States of America, Africa and Asia [22,23,24,25].

The leasing arrangement in the rental market is bedeviled by many problems. The most problematic lease term for most occupiers is the lease length with many occupiers commenting on the mismatch between business planning horizons and lease length [26]. Other areas of problems include: Assignment/ Sub-letting, Rent level, Break Clauses, Repairs and Insurance, Review Type and Period (the major issue is the upwards-only review), Rights to renew, dispute resolution, service charges, alteration and dilapidation etc [9,11,27]. The solutions offered by occupiers to the problems were largely predictable: Shorter leases, more breaks and up/down reviews were suggested and a relaxation of restrictions on a range of issues such as breaks, assignment, sub-letting, consents for improvements, etc. The mechanism by which such changes should be delivered was hardly

mentioned at all, with only a few specific calls for government intervention, most notably in the area of the upwards-only review clauses [11,12,17].

3. METHODOLOGY

The study area for this study is Ede, Osun state Nigeria, the study was restricted to prime commercial areas in Ede which included: Oke gada, Osogbo Road, Orita oloki, Sabo Street, Araromi Street, Polytechnic Road, Agip area and Eleyin Street. Commercial property (specifically shops) was the major property type used for the study. In this study, the survey research design was used to obtain data from the field. The targeted population for the study consisted of 917 shops in Ede, Nigeria. The sample size adopted was 12% of the population (this percentage is considered to be a fair representation of the entire population). The random sampling technique was used in selection of the sample size for the study (this gives each shop within the population an equal opportunity or probability of being selected for the study). Data collected for this study were sought from the field surveys conducted through the administration of a set of well-structured questionnaires. The questionnaires were designed to elicit for occupiers opinion with respect to their perception of their commercial leases in the study area.

The survey consisted of two main types of questions: those which required a specific response from a limited set of choices and those where respondents were asked to indicate their opinions in their own words. The questionnaires were administered to shop owners in the study area, which totaled 150. However, only 113 questionnaires were retrieved (i.e 75% response rate). Given the number and distribution of the responses, it is felt that this sample size and response rate provided a good representation of large occupiers within the study area. The variables used for this study were obtained from existing literature; the variables were used to test the perception of occupiers in Ede, Nigeria to see whether it will be congruent with what is obtainable in literature or otherwise. The results from the 113 responses were collated and analyzed and these results are set out in the next section of the paper.

The data collected from the field was analyzed using both descriptive and inferential statistics. A multiple regression model was adopted to determine the interrelationships between occupiers' perception of LSTD (dependent variable) and the isolated predictors (i.e. occupiers age, level of education, quality of shop, state of shop repairs, location of shop, environmental quality of neighborhood, duration of rental period, composition of clauses in lease agreement and level of sales in the area) which are the independent variables. The model is not only capable of handling the problem of interactions amongst the independent variables but also it enables us to know the contributions or the importance of each variable to the explanation of variation in the dependent variable.

The regression equation adopted was

$$Y = a + b_1X_1 + b_2X_2 + b_3X_3 + b_4X_4 + \dots + b_nX_n \quad (1)$$

Where:

Y is the dependent variable

X_1, X_2, \dots, X_n are the independent variables.

b_1, b_2, \dots, b_n are multiple regression coefficients for the independent variables

"a" is an error term which points to the fact that a proportion of the variance in the dependent variable Y is unexplained by the regression equation.

However, the application of the model to our case study shows that

$$OPLSTD = a + b_1OCCA + b_2OCCI + b_3OCCG + b_4OCCLE + b_5QORH + b_6COHR + b_7OCCRB + b_8OCCO + b_9EQON + b_{10}HOLA + b_{11}LORP + b_{12}PPRA + b_{13}CCLA + b_{14}NOTB \quad (2)$$

Where:

- Y = Occupiers' Perception of commercial LSTD (OPLSTD)
- OCCA = Occupier's Age (X_1)
- LOE = Occupier's Level of Education (X_2)
- QOS = quality of shop (X_3)
- SOSR = state of shop repairs (X_4)
- LOS = location of shop (X_5)
- EQON = environmental quality of neighborhood (X_6)
- DORP = duration of rental period (X_7)
- CCLA = composition of clauses in lease agreement (X_8)
- LOSA = level of sales in the area (X_9)

4. RESULTS AND DISCUSSION

This section presents the results obtained from analysis of data obtained from the field and discusses the results.

Table 1. Lease agreement between occupiers and landlords in Ede

Lease agreement	Frequency	Percent	Cumulative percent
Yes	94	83	83
No	19	17	100
Total	113	100	

Field Survey, June 2012.

Table 1 show that 83% of commercial property occupiers in Ede signed a lease agreement before occupation of the demise property while 17% of the occupiers indicated that they did not sign any lease agreement. From the data above it can be seen that most of the occupiers in the study area entered into a lease agreement before occupation of the demise property.

Table 2. Lease duration

Duration	Frequency	Percent	Cumulative Percent
Yearly	81	71.7	71.7
Two years	19	16.8	88.5
Three years	8	7.1	95.6
Above four years	5	4.4	100
Total	113	100	

Field Survey, June 2012.

From Table 2 above 71.1% of respondents signed a yearly lease, 16.8% signed a lease for two years, 7.1% signed a lease for three years and 5.4% of the respondents signed a lease of above four years. It can be seen from the data above that the leases in Ede are mostly a

yearly (renewable) leases as indicated by 71.7% of the respondents. This is contrary to what is obtainable in the UK, Australia and the US as shown in the similar studies [22,23,25].

Table 3. Occupiers' perception of lease structures, terms and duration in Ede

Level of satisfaction	Lease structure	Lease terms	Lease duration
Very Satisfied	30.5(27)	15.8(14)	53.1(47)
Fairly Satisfied	58.8(52)	44.1(39)	39.6(35)
Undecided	11.3(10)	13.6(12)	7.9(7)
Fairly Dissatisfied	9.1(8)	22.6(20)	10.2(9)
Very Dissatisfied	3.4(3)	16.9(15)	2.3(2)

Field survey, June 2012/

Note: figures in bracket denote percentages.

Table 3 presents the perception of occupiers with respect to their lease structure, terms and duration. 47% of the respondents are very satisfied with their lease duration, 52% indicated that they are fairly satisfied with their lease structure, while 39% are fairly satisfied with their lease term. On the other hand, only 2% of the respondents were very dissatisfied with their lease duration, similarly 3% and 15% of the respondents were very dissatisfied with their lease structures and lease terms respectively. The data presented above shows that majority of the respondents are satisfied with their lease duration which is mostly yearly (renewable) but are hardly satisfied with their lease structures and terms (most especially with certain clauses in the lease arrangement that does not favor the occupiers). This finding refuted the findings of Crosby & Murdoch [25] which indicated that leases in the UK can be up to 25 years in duration and occupiers in the UK are dissatisfied with their 25 years lease duration.

Table 4. Problematic lease terms for occupiers in Ede

Lease item	Very satisfied	Fairly satisfied	Undecided	Fairly dissatisfied	Very dissatisfied
Lease duration	78 (69.03)	27 (23.89)	01 (00.89)	04 (03.54)	03 (02.66)
Ability to Assign/Sublet	33 (29.20)	08 (07.08)	04 (03.54)	35 (31.00)	23 (20.35)
Repairs	15 (13.27)	28 (24.78)	08 (07.08)	40 (35.40)	22 (19.47)
Rental Review Period	32 (28.32)	42 (37.17)	06 (05.31)	23 (20.35)	10 (08.85)
Dispute Resolution Procedure	49 (43.36)	10 (08.85)	16 (14.16)	31 (27.43)	07 (06.20)
Consent for Alteration	29 (25.66)	38 (33.63)	01 (00.89)	33 (29.20)	12 (10.62)
Service charges	34 (30.09)	38 (33.63)	11 (09.74)	15 (13.27)	15 (13.27)
Rent charged	27 (23.89)	20 (17.70)	23 (20.35)	17 (15.04)	26 (23.01)

Field survey, June 2012.

Note: figures in bracket denote percentages.

Table 4 shows occupiers level of satisfaction with some lease terms ranging from very satisfied to very dissatisfied. From the data above, it can be seen that occupiers have problem with their ability to sublet, state of shop repairs, and consent for alteration. This is congruent with the findings of other studies [13,22,5].

Table 5. Model summary of regression analysis

Model	R	R square	Adjusted R square	Std. error of the estimate
	0.913	0.833	0.818	0.37

Analysis of Survey Data, June 2012.

Table 5 shows the regression model summary result, which indicates a high positive correlation of 0.913 between all the variables.

Table 6. ANOVA (Analysis of variance)

Model	Sum of squares	df	Mean square	F	Sig.
Regression	69.728	9	7.748	56.502	0.000
Residual	13.986	102	0.137		
Total	83.714	111			

Analysis of Survey Data, June 2012.

Table 6 tests the overall significance of the coefficients (β 's). The results indicated that the overall model is statistically significant, [F (9,102) = 56.502, P = 0.000].

Table 7. Coefficients

Model	Unstandardized coefficients		Standardized coefficients	t	Sig.
	B	Std. error	Beta		
Constant	0.821	0.123		6.688	0.000
Occupiers Age	0.1	0.065	0.16	1.532	0.129
Level of Education	0.035	0.064	0.054	0.551	0.583
Quality of Shop	0.171	0.066	0.242	2.602	0.011
State of Repairs	0.022	0.082	0.032	0.267	0.79
Location of Shop	0.177	0.092	0.2	1.92	0.058
Environmental Quality of Neighborhood	-0.545	0.121	-0.59	-4.521	0.000
Duration of Rental Period	0.728	0.086	0.972	8.434	0.000
Composition of Clauses in Lease Agreement	0.002	0.119	0.028	0.171	0.865
Level of Sales in the Area	-0.234	0.087	-0.25	-2.703	0.008

Analysis of Survey Data, June 2012.

Table 7 presents the coefficients, the Enter Method was employed in the analysis (this will cause all predictors to be included in the output). Looking at the significance values of the individual β 's, it is discovered that of all the predictors, only the following significantly predicts occupiers perception of their lease structures, terms and duration: Quality of Shop, Location of Shop, Environmental Quality of Neighborhood, Duration of Rental Period, and Level of Sales in the Area, with $t = 2.602$, $p = 0.011 < 0.05$; $t = 1.92$, $p = 0.058 < 0.05$; $t = -4.521$, $p = 0.000 < 0.01$; $t = 8.434$, $p = 0.000 < 0.01$; $t = -2.703$, $p = 0.008 < 0.01$ respectively, hence they are statistically significant (note that 0.05 and 0.01 above indicates the significance levels at 5% and 10% respectively).

The regression equation therefore is

$$Y = 0.821 + 0.171X_3 - 0.177X_5 - 0.545X_6 + 0.728X_7 - 0.234X_9 \quad (3)$$

Which can be presented as:

$$\text{OPLSTD} = 0.821 + 0.171(\text{QOS}) - 0.177(\text{LOS}) - 0.545(\text{EQON}) + 0.728(\text{DORP}) - 0.234(\text{LOSA}) \quad (4)$$

5. FINDINGS, CONCLUSION AND RECOMMENDATION

The study examined the perception of occupiers of commercial properties (shops) in Ede, Nigeria towards their lease structures, terms and duration. Findings from the study refuted what was found in literature as the study revealed that most occupiers in the study area are satisfied with their lease duration. However, occupiers in the study area indicated that some of the clauses contained in the lease terms are problematic for them such as rent reviews, repairs of demise premises, etc. Occupiers in the study area indicated that they desired adjustments in their lease structures and lease terms. They indicated that they would prefer lease terms/clauses that are more tenant friendly.

From the study, it can be concluded that to satisfy occupiers of commercial properties in Ede, there is need for adjustments in the current lease structures and terms in the study area, however the lease duration is satisfactory and needs no adjustment. It is recommended that the government should intervene in the Nigerian rental market by harmonizing the lease structures, terms and duration in the country. The government should also see to the removal of certain clauses from the lease terms that only favor the lessors. Leases should be structured in such a way that it will be acceptable and satisfactory to both the lessees and the lessors. This will help in the mitigation of the constant conflicts experienced among stakeholders in the Nigerian rental property market as well as address the mismatch between what occupiers' desire and what lenders or lessors provide.

COMPETING INTERESTS

Authors have declared that no competing interests exist.

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