ZOE, AKYEA & CO.
LEGAL PRACTITIONERS & NOTARIES PUBLIC

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Tenancy & Recovery of Premises in Ghana; The Rent Act's Ejectment Framework.

Introduction

Renting is common in Ghana for both locals and expatriates, and clarity on tenancy law protects both landlords and tenants, helping to minimise disputes.

This article explains the statutory and common-law rules governing the recovery of premises (ejectment), with a focus on the procedures and safeguards outlined in the Rent Act 1963 (Act 220).

By the end, readers should understand what constitutes a valid tenancy, core rights and obligations, when and how landlords may lawfully recover possession, and the court process involved.

What Is A Valid Tenancy Under Ghanaian Law?

A tenancy (or lease) is a binding agreement under which a landlord grants exclusive possession of premises to a tenant in exchange for rent.

As a general rule, to be valid and enforceable, a lease must be in writing and signed by the landlord or the landlord's authorised agent.

There are, however, recognised exceptions:

- Leases by operation of law (e.g., part performance);
- Leases by operation of equity; and
- Short leases where the lessee is in possession for a term not exceeding three (3) years.

What Is A Valid Tenancy Under Ghanaian Law?

Tenants must pay rent when due, use the premises only for the permitted purpose, not sublet without the landlord's consent, and allow reasonable access for inspection and repairs.

In practice, many residential tenancies in Ghana are informal; nevertheless, the obligation to pay rent is implied and enforceable.

Under Act 220, tenants are entitled to quiet and peaceful occupation of their property, lawful rent adjustments only, notice of intended termination or ejectment, and access to redress before a court.

Landlords must provide safe and habitable premises, maintain the property, and respect the privacy and quiet enjoyment of tenants.

They may inspect, carry out repairs, and seek ejectment/termination where the law permits, following due process.

Both parties should adhere to the written terms of the tenancy (or, where informal, to the implied legal duties) and resolve disagreements lawfully.

The Rent Act On Recovery (Ejectment)

Section 36 of Act 220 defines "premises" as "any building, structure, stall or other erection or part thereof, moveable or otherwise, which is the subject of a separate letting, other than a dwelling house or part thereof bona fide let at a rent which includes a payment for board or attendance."

Under Act 220, a court cannot make an order for recovery of possession (ejectment) unless at least one statutory ground is established.

Typical grounds include non-payment of rent, unlawful subletting, use for illegal or immoral purposes, and waste or damage, among others.

The landlord must prove the relied-upon ground(s) and comply with the Act's procedural safeguards.

Recovery For The Landlord's Personal Occupation

A landlord may recover possession if the premises are reasonably required for the occupation of the landlord, the landlord's spouse, children, or parents. The burden of proof lies on the landlord. See Adu and Others v. Clegg [1981] GLR 173.

In Boateng v. Dwinfuor [1979] GLR 360, the court outlined practical conditions a landlord should satisfy when seeking recovery for personal use:

1. Demonstrate a bona fide need for the occupation of the landlord or the specified close family;
2. Serve a valid notice to quit in accordance with the Rent Act and/or the tenancy terms;
3. Allow the tenant a fair opportunity to contest the claim; and
4. Show that the tenant has no valid defence.

Even where these are met, the court must be satisfied, having regard to all the circumstances, that greater hardship will not be caused by granting the order; see Apoloo C.J. in Oman Ghana Trust Holdings Ltd v. Acquah (1984–86) 1 GLR 198.

Who Qualifies As "Family" For Personal-use Recovery?

"Family" here does not mean the wider Ghanaian extended family.

Under section 36 of Act 220, a "member of the family" means the father or mother, wife or husband, child, brother, or sister of the landlord (other relations are excluded).

In Nimako v. Archibold [1966] GLR 612, the court emphasised that neither statute nor customary law limits the class or age of the landlord's children; adult or married children are still children for this purpose.

Notice requirements under section 17

It was held in Adu and Others v. Clegg (supra) that six months' written notice is not required under section 17(1)(g). However, where the lease is terminable by notice, the contractual notice provisions apply.

By contrast, if the lease has expired and the landlord intends to use the premises for business purposes, and the premises were originally constructed for such purposes, the landlord must give the tenant not less than six months' written notice of the intention to apply for an ejectment order.

The landlord's intention must be genuine; the court will examine the nature of the business, the suitability of the premises, and the reasonableness of the notice in deciding whether to grant ejectment.

Other Statutory Grounds Commonly Relied Upon

Redevelopment or substantial remodelling: Where the landlord intends to demolish or re-model and the works cannot reasonably proceed with the tenant in occupation, the court may grant ejectment to enable the works.

Service occupancy ending: If the tenant occupied the premises as part of employment with the landlord and that employment has ceased, the court may order recovery.

Return to a formerly occupied and substantially furnished dwelling: If the landlord previously lived in the property, left (e.g., while away from Ghana or the locality), and now intends to re-occupy premises left substantially furnished, the court may grant ejectment.

Quiet enjoyment and rent: Where a landlord breaches the tenant's right to quiet enjoyment, for example, by entering and unlawfully evicting the tenant before expiry of the tenancy, the tenant's obligation to pay rent during the period of wrongful deprivation does not arise.
Statutory tenants: If a tenancy has ended, but the landlord has not satisfied section 17(1), the tenant who remains cannot be lawfully ejected and continues in possession as a statutory tenant, unless and until the landlord proves a statutory ground.

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Procedure: how the recovery of premises works

Once a section 17(1) ground is triggered, the typical steps are:

1. **Written notice of intention**
   The landlord serves a written notice of intention to recover possession, stating the statutory ground(s) relied upon and complying with any contractual notice terms.

2. **Application to court**
   If the tenant does not comply, the landlord applies to the competent court (e.g., Rent Court/Magistrate's jurisdiction or the High Court, depending on value/venue) for an order for recovery of possession, using the prescribed form and a supporting affidavit.

3. **Service and hearing**
   The tenant is served with the application, affidavit, and hearing notice. At the hearing, the court may receive evidence (including witness testimony) and may inspect the premises if necessary.

4. **Order and enforcement**
   If satisfied that the statutory ground is made out and no valid defence exists—and, where relevant, that greater hardship will not result—the court may order recovery. The order is served and the landlord may then take possession in accordance with the order.

Because facts and lease terms vary, seek legal advice before taking steps towards ejectment.

Conclusion

Act 220 provides a structured and balanced framework to resolve landlord-tenant disputes fairly.

Landlords must prove a statutory ground and follow due process; tenants retain substantive protections (quiet enjoyment, notice, hardship considerations, and access to court).

Used properly, the framework promotes fairness, stability, and security in Ghana's rental market.

This article is for general information only and does not constitute legal advice. For tailored guidance on tenancy disputes or recovery of premises, please contact Zoe, Akyea & Co.

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