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LIABILITY FOR DEFECTIVE BUILDING UNDER NIGERIAN LAW: THE NEED FOR MORE STRINGENT REGULATION

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Abstract

Newspaper reports, as well as reports of other electronic media, show frequent occurrences of building collapse in Nigeria which are so rampant that they have become a cause for concern to all stakeholders in the building industry and the average Nigerian as well. This paper examines what constitutes defective building, the different types of defect known to law, some of the factors responsible for defects in buildings such as corruption, illegal conversion, failure or refusal to adhere to regulations e.t.c., the basis of liability in defective buildings, and the category of persons who could sue for injuries sustained from defective buildings. A brief comparison is drawn between what is obtainable in Nigeria and other Common Law jurisdictions like Singapore, United Kingdom and Australia and the paper arrives at the conclusion that Nigerian law is very inadequate in matters pertaining to the regulation of the construction industry with only Lagos State taking proactive steps by enacting a law penalizing those found to be responsible for erecting defective buildings. One of the recommendations put forward is that other states in Nigeria should take their cue from the Lagos State and enact laws penalizing the construction of defective buildings and all construction sites should have registered and duly certified building professionals like architects, engineers and builders.

Keywords: Defect, Building, Patent and Latent, Liability, Regulation.

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Introduction

The report of collapsed buildings in Nigeria, in recent times, has assumed such an alarming proportion that the government can no longer be expected to be disinterested or play the proverbial ostrich to such matters which border on national disaster if left unchecked. The non-challance with which such incidence of collapsed buildings, with attendant catastrophic results, leading to loss of lives and properties, are treated by both the public and private sector is a cause for concern, particularly to the ultimate users (occupiers) of such buildings. It is the occupiers who stand a higher risk of economic loss in terms of life, health and safety when placed side by side with the risk of economic loss on the part of the owner of such buildings who may not necessarily reside in, or be in physical occupation of such buildings.

The need for some form of legal protection or remedy in the event of injury or loss sustained from defective buildings need to be re-emphasized. In this regard, those involved in the construction industry would do well to take into account the often rehearsed dictum of Lord Atkins in the case of *Donoghue v. Stevenson* (Appendix) wherein he stated as follows;

> *The rule that you are to love your neighbor becomes, in law, you must not injure your neighbor and the lawyer's question, who is my neighbour, receives a restricted reply. You must take reasonable care to avoid acts or omissions which would be likely to injure your neighbour. Who then is my neighbour? The answer seems to be persons who are so closely and directly affected by my act that I ought reasonably to have them in contemplation as being so affected when I am directing my mind to the acts or omissions which are called into question; (emphasis supplied).*

As was rightly observed by Akirinmade (2006), the test to qualify a person as a neighbor is not one of proximity as potentially everyone is each other's neighbor. Thus, one can venture to state here, since occupants of buildings are always in the contemplation of those in the construction business, when the latter are constructing buildings, then such occupants can rightly be regarded as the neighbour of the former, whom a duty of care is owed, without having to establish whether or not there is a contractual relationship between them.

This paper takes a look at what constitutes a defective building, the different types of defect known to law, some of the factors responsible for defects in buildings, the basis of liability, the position of Nigerian Law about liability for defective buildings. A brief comparison is drawn between what is obtainable in Nigeria and other Common Law jurisdictions like Singapore, Australia, United Kingdom, e.t.c., with a view to demonstrating the areas where there are lacunae in the Nigerian legal system and how best to bridge the gap and bring some level of sanity to the construction industry.

The Meaning of Defective Building.

The uniqueness of the construction industry is such that, according to Kolawole (cited in Jimoh, 2012), it is vital to the existence of other industries in that it provides the environment under which other industries operate. Therefore, so much is expected from those involved in the construction of buildings. Where a building still undergoing construction collapses, the question of whether or not it was defective, is a moot point as the reasonable expectation of the owner of the building is that such building would be completed and upon completion, handed over to him intact. Where such is not the case, the building is

obviously defective. Where a building, already completed, and in most cases already being occupied, collapses or is on the verge of collapsing, then the issue of whether or not the building was defective becomes relevant, even more so when, or if, the immediate cause of the collapse is a natural disaster like thunder/lightening or flood, and other buildings of similar structure, size and dimension in the immediate vicinity of the collapsed building were not similarly affected.

The question, therefore, is what constitutes a defective building. Monye (2003), has lamented the difficulty in determining when a "product" may be said to be defective. This is further compounded by the absence of a statutory definition of the term defect or defective under Nigerian Law. Hence recourse would be had to some attempts, by some writers to define the term "defect". In the Webster's Dictionary (cited in Poles, 1997), defect is defined to mean "lack of something necessary for completeness, shortcoming, an imperfection, fault, blemish", similarly "defect" has been defined as "a fault in something or in the way it has been made which means that it is not perfect", while "defective" means "having a fault or faults, not perfect or complete", (Hornby, 2000). On her part Agomo (2005), while discussing the general principles of product liability, defined defectiveness to mean "that the products are unmerchantable" or "unfit for the purpose" for which they were purchased. With particular reference to buildings, Poles (1997) has proffered a definition of defect to be;

> *Failure of the building or any building component to be erected in a reasonably workmanlike manner or to perform in the manner intended by the manufacturer or reasonably expected by the buyer, which proximately causes damage to the structure.*

It is suggested here, while applauding the above definition by Poles, that its meaning would be clearer, particularly within the context of this paper, if the expressions "manufacturer" and "buyer" were substituted with "building professionals" and "owner/occupier" respectively. From the totality of the above, one can venture to argue here, that it is not every fault or imperfection that would render a building defective, but only those faults or imperfections which cause damage to the structure of the building or makes it unfit for its intended use. Thus, using a blue paint on a building instead of beige, the colour specified by the owner/occupier, may affect the aesthetic quality of the building in the eyes of the owner, but could not be said to have structurally altered the building or rendered it unfit for use or unsafe for habitation or occupation. A construction defect is a physical problem in the building, whether in the fabric, structure or services especially one that impairs or hampers the correct function of that building. It is an aspect of the design, building work or materials, which do not conform to the requirements of the contract under which they were procured.

It is submitted that in engineering construction projects, the nature and type of defect, as well as the time and point at which they become apparent or noticeable, is very significant and they vary depending on the circumstances. As was rightly noted by Masons (2011) there are two ends to the scale when it comes to defects in building or construction projects. At the end of the scale are defects which can easily be corrected before the building is handed over to the person who commissioned the project, while at the other extreme of the scale, there are significant defects which may occur long after the original work has been completed and require extensive remedial works to fix.

A careful perusal of scholarly publications shows that there are two broad classes of defects known to law, they are patent and latent defect. In construction and engineering projects, latent and patent defects are usually distinguished and the most significant distinction is that different rules apply to them. In other words, the extent of liability of those involved in the construction business, as well as, the nature and quantum of compensation available to a party who suffered loss or injuries arising from such defective buildings depend on whether the defect is patent or latent. It does not, however, obliterate the fact that both classes of defect are real and potentially damaging.

The concepts of patent and latent defects are opposites in meaning. Cohen (2005), has expressed the view that a patent defect is a defect which must be apparent on inspection, and does not depend on the eye of the observer. In other words, it is a defect which anybody could have seen if they had inspected properly, even though the party complaining of the defect did not see it at the material time. On the other hand, a latent defect is one which is concealed and which may not become apparent for many years.

As was earlier highlighted, in this paper, different rules of law apply depending on whether or not a defect is patent or latent. These rules could either be in contract or tort, where a defect is patent, those involved in the construction of the defective building could be liable for breach of contract. If the defect is latent (i.e. where it does not become apparent, or obvious until some years after the building was completed and handed over), whether or not those involved in the construction would be liable for breach of contract would depend on the terms of the contract engaging the services of those persons. Such contracts would usually provide for warranty periods of some years after construction, whereby those involved in the construction of the building assume responsibility for rectifying or correcting any flaw or defect that was inherent, but not apparent during the period of warranty. Where no such provision is contained in the contract, then the period within which an aggrieved party has the right to maintain an action for breach of contract, arising from the defect, would be determined by the limitation law of the State where the defective building is situated. The Limitation Laws of the various States in Nigeria have similar provisions. Thus by Section 18 of the Limitation Law (cap L11 Laws of Delta state 2006) an aggrieved party has a period of not later than 5 (five) years from when the cause of action accrued, or the date of knowledge (if later) of the person injured, to sue for redress.

Unlike in contract, where a patent defect is one which is apparent on inspection, in tort a patent defect is one which could be discovered by competent professional inspection, whether competently discovered or not. In other words, what is material is not whether it was apparent or hidden, but whether it could have been discovered by competent professional inspection. It is argued, here, that this additional qualification of the meaning of patent defect, in tort, is borne out of the rationale of public policy not to throw open the flood gates of litigation in view of the fact that a person who was not a party to a contract(s) involving the construction of a building, could sue for damages under the heading of tort. The limitation period of five years, which apply to contract, equally applies to tort (Section 18 Limitation Law of Delta State).

To avoid the possibility of law suit, it is imperative that those involved in building construction take radical steps to identify the factors responsible for defects in building, particularly the most frequent or recurring causes. Some of these factors are highlighted hereunder.

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Factors Responsible for Defects in Buildings.

Defects in buildings, leading to the collapse of such buildings, have been attributed, by Oloyede et. al. (2010, cited in Ayedun et. al. 2012), to either natural or man-made phenomena. While natural Phenomena may be in the form of earthquakes and typhoons, man-made phenomena consists of disaster which may be borne out of man's negligence in areas such as soil type, buildings design and planning for extra loads and stress from strong winds and earthquake for tall buildings foundation works, quality of building materials, lack of adequate monitoring of craftsmen and poor quality of workmanship.

Newspaper reports show frequent occurrence of building collapse in Nigeria, which are so rampant that that they have become a cause for concern to stakeholders in the building industry as well as the average Nigerian. Such reports sometimes include efforts by professional associations to mobilize and sensitize their members to set up monitoring teams to ensure compliance with minimum prescribed standards in construction (Kolawole, 2012) as well as towards ensuring that all building sites have registered engineers and other professionals supervising construction work (Adepegba, 2012). As laudable as these efforts are, they are just tips of the iceberg in view of the wide spread cases of building collapse which cut across Nigeria as a whole. Such efforts would only yield positive results if the major factors responsible for defective buildings, and ultimately building collapse, are identified and addressed holistically.

One major factor responsible for defective buildings, as identified by Chong and Low (2006), is that architects rarely refer to standards and codes developed by engineers and as a result, similar defects are often repeated. Building construction usually requires the services of various professionals with specialized skills and expertise in their field such as architects, engineers and builders. These professionals are expected to play various roles prior to, and in the course of, the building project being executed. These roles were explained by Jimoh (2012) to be that while the architect determines the concept, the properties and forms of the building, the architect relies on the technical skills of the structural engineer, the building services engineer and last, but by no means the least, the practical know how of the builder in the production management of building. It is suggested, here, that in such a scenario, identifying the root cause of the defect would be made a whole lot easier, i.e, whether it was as a result of an error made by the architect and/or engineer or builder. Thus, where in the course of relying on the technical skills of the Structural engineer and/or building services engineer, the architect fails, refuses or neglects to refer to standards and codes developed by such engineer, the end result would most certainly lead to a defective building.

In a study conducted by Jimoh (ibid.), on management site practices on construction sites, results of the findings showed that inadequate enforcement of existing enabling building regulations was rated number one, closely followed by the fact that professionals involved in building construction do not limit their expertise to their own field, but rather try to take over the duties and responsibilities of other professionals, thereby leading to defective buildings and building collapse. Another factor identified in the study

highlighted above, is the fact that in a bid to cut down on costs and evade paying professionals like architects, engineers and builders, the contractors in charge of such projects resort to employing inexperienced persons to undertake duties and assignments meant for experienced professionals.

Another factor responsible for building collapse, according to Adedeji (2010, cited in Jimoh, 2012), is that, many buildings, especially residential buildings, which were originally approved for one storey buildings, are converted to two or more storey buildings. Adedeji's view, as expressed above, is very pertinent particularly with regards to the fact that such conversions do not receive the necessary approval from the appropriate authorities.

On his part, Ede (2010b) has traced the causes of building collapse to the "Nigerian factor" in different forms such as corruption, lawlessness and the presumption that any engineer or professional in the building industry can assume all forms of responsibility in the building process even in the absence of basic skills required for such job.

In a study, which focused on Lagos State, conducted by Ayedun et. al. (2012), which involved collecting data from professionals in the building industry (estate surveyors and valuers, architects, town planners, quantity surveyors and engineers- civil and structural, building contractors and landlords/developers), the following factors were identified as the combined causes of building collapse; the use of substandard building materials, poor workmanship by contractors, use of incompetent contractors, faulty construction methodology, heavy rains, non-compliance with specifications or standards by developers and contractors, inadequate or lack of supervision, inspection or monitoring, structural defects, defective design or structure, illegal conversion or alterations to existing structures and dilapidating structures.

One can venture to add to the foregoing, the issue of property owners going ahead to erect buildings prior to getting the necessary approval for their building plan from the appropriate authorities. Coupled with this is the issue of corruption, earlier referred to in this paper, of those charged with the responsibility of approving building plans who accept gratification in order to approve plans which ordinarily fail to meet up with the required standards and should not have been approved in the first place. The tragic result of these lapses is defective buildings.

Identifying factors responsible for defective buildings is vital, particularly where such buildings cause injury or damages to persons or other properties. This is because identifying the factors responsible would be of great help in ascertaining the person(s) at fault who should, by law, be held liable to make good the defect and provide appropriate compensation to aggrieved persons.

The Basis of Liability for Defective Building.

Where a building is defective, a question that calls for answer is, what remedy would be available to an aggrieved/injured person in law. To properly answer this question, it is necessary to ascertain who an

aggrieved/injured person is. To be aggrieved, according to Hornby (2000), means suffering unfair or illegal treatment and making a complaint. Taking the above meaning into consideration, an aggrieved person is, therefore, any person who has suffered an unfair or illegal treatment and is making a complaint. Similarly, an injured party is defined also by Hornby, to mean a person who has been treated unfairly or a person who claims, in court of law, to have been treated unfairly.

Therefore, with particular reference to defective building, an aggrieved or injured party could be any of the following;

1. The owner of the defective building,
2. A building contractor.
3. An occupant of a defective building who sustains physical injury or damage to his personal property arising from the defect in the building.
4. A worker in a construction site who suffers physical injury arising from a defect in a building still under construction.
5. Owner/occupier of property adjacent to a defective building who suffers physical injury or damages to his personal property arising from a defect in the other building.

An aggrieved/injured party, who wishes to seek redress for a perceived wrong done to him must ensure that he sues the right party if his suit is not to end up as a fruitless exercise. It is a well settled principle of law that the determining factor in bringing an action against a person, is whether or not an aggrieved party has a cause of action against that persona and this is, in turn, determined by the strength of the claim. Ultimately, the success or otherwise of a person's claim would depend on the strength of the available evidence in establishing that claim.

With reference to a defective building, any of the following persons could be liable, and so be sued, either alone or jointly with other persons, by a person who suffers injury arising from a defective building. They include;

1. The owner of the defective building.
2. The building contractor who managed and oversaw the building project.
3. The professionals, such as, architects, engineers, builders e.t.c., engaged by the building contractor to execute the project.

The basis of liability of the above highlighted category of persons could arise either from contract or tort. Generally, liability in contract for defective products, as was rightly stated by Agomo (2005), is based on the existence or non-existence of privity of contract between the parties, while in tort, liability depends on negligence. The general rule is that parties have freedom of contract. That is to say, they are at liberty to incorporate, in their agreement, any term they choose and in the absence of vitiating elements, such as mistake, misrepresentation, fraud, duress or undue influence, the parties would be bound by, and the courts would uphold, such terms. However, the doctrine of privity of contract has made it such that only parties to a contract can take the benefits and assume the burdens attached to such contracts. The two

principal rules encapsulated in the principle of privity of contract, as stated by Agomo (2005) are firstly, that a person who is not a party to a contract cannot acquire rights under it and secondly, a contract cannot impose a duty on a person who is not a party to it. While there are some recognized exceptions to this doctrine, such exceptions, as rightly observed by Monye (2003), do not apply to defective products and as emphatically argued by Agomo (2005), in contractual claims, only a person in privity of contract with the person bringing a claim bears responsibility for redress.

With particular reference to the category of aggrieved/injured persons who can sue as well as the category of persons who are liable to be sued, it is necessary to discuss, briefly, the likelihood of success of a law suit by a person, in the first group, against a person in the second group, where such suit is based on contact.

The owner of a defective building can maintain an action in court against a building contractor who managed and oversaw the building project. This is because such a building contractor is usually procured by the owner to execute the project. This would involve the parties agreeing on certain issues like specifications, costs e.t.c., and spelling out their rights and duties under the agreement. Thus there is privity of contract between the building owner and the building contractor. The chances of success, or otherwise, of the law suit would, of course, depend on the terms and conditions agreed upon by the parties and how far the building contractor deviated from them.

Usually, the contract for the services of professionals like architects, engineers and builders, are between such professionals and the building contractor, and as such, the building contractor can sue such professionals for breach of contract arising from failure to carry out the contract in accordance with the contract specifications. The owner of the building is a stranger to, and so cannot sue on the basis of, the contract between the building contractor and the professionals as he was not a party to same, unless such right to sue is expressly conferred on the owner of the building, by the contract.

An occupant of a defective building who sustained physical injury or damage to his personal property arising from the defect, can sue the owner of the building on the basis of the contract (whether lease, tenancy, conveyance or assignment of interest in the property to him), between him and the owner. But the doctrine of privity would prevent such occupant from successfully suing the building contractor or the professionals involved in the building project.

A worker in a construction site, who suffers physical injury form a building, still under construction, arising from a defect in the said building, can maintain a law suit in contract against who engaged his services which, in this case, is usually the building contractor and not the owner. The success, or otherwise, of the suit would depend on the terms of the contract between the worker and the building contractor, as well as, the extent of compliance, on the part of the building contractor, with the minimum safety standards prescribed by law for a work place. Such a worker cannot however, maintain an action in contract against

the professionals involved in the construction project in the absence of any contract between such worker and the professionals.

In the case of the owner of an adjacent building who suffers physical injury or damage to his own building, arising from a defect in another person's building, there is no privity of contract on the basis of which he could sue either the owner of the building or the building contractor or professional involved in the building project.

However, where the doctrine of privity of contract could pose a problem, an aggrieved party has a better chance of success by suing for the tort of negligence, in the absence of any contractual relationship between him and the party he wishes to sue. The tort of negligence has been defined as "the breach of a legal duty which results in damage, undesired by the defendant, to the plaintiff", Winfield and Jolowicz (cited in Akirinmade, 2006). Therefore, an aggrieved/injured party who wishes to sue, in the absence of any contract between him and the party at fault, must establish the following elements;
That

1. The party being sued owed him a duty of care.
2. The party being sued breached that duty.
3. The breach caused the aggrieved/injured party damages.

In determining whether or not a person owed another person a duty of care, the test usually applied by the court is that of foreseeability, which implies that a party would be held to owe a duty of care to another where the circumstances are such that it is foreseeable that his failure to exercise due care would lead to injury or damge on the part of the other party. This test was laid down in the earlier highlighted case of *Donoghue v. Stevenson*. Following and applying this principle of foreseeability, it means that a building contractor owes a duty of care to engage competent professionals (Toh, 2006), to execute the building project and must have foreseen that his failure to engage such competent professionals would result in injury to third parties, like the occupants of the building, a worker in the construction site, as well as, owners of adjacent properties, and as such , the building contractor could be sued and held liable for negligence.

A professional, such as an architect, engineer or builder, would be taken to have foreseen that the building he is engaged to construct would be occupied by and/or be accessible to persons and his failure to exercise due care in the overall design, structural design, use of materials, e.t.c., would result in a defective building and ultimately pose a danger to such persons. On the basis of this, an occupant of a building, a worker in the construction site, as well as the owners of adjacent properties, could sue such professionals for negligence even in the absence of privity of contract.

On the part of the owner of the defective building, he can only succeed in suing the building professional for negligence, where the negligence results in physical injury to his person or damage to some other property belonging to him and not the building in question. The reason for this is that in the law of tort, there is no liability for "pure economic loss" (Agomo, 2005), which would be the case where the owner is suing the professionals for the diminished value of his property as a result of the defect caused by the negligence of such professional. This principle of "pure economic loss" was laid down in the English case of *Hedley Byrne v. Hellar Partners* (see appendix for citation), and with reference to defective buildings, it is to the effect that damage to a building which is attributable to a defect in the structure of that building is not recoverable as the only loss sustained is the fact that the owner has paid or spent too much for the property (Mason, 2011). Pure economic loss, as stated by Netto and Tan (2009), are losses which are unrelated to injury to the person or "other" property.

The Law of Foreign Countries on Liability for Defective Buildings vis-à-vis Nigerian Law.

In England, an attempt to enable persons recover damages for pure economic loss arising from negligently constructed buildings, was rejected by the highest court, the House of Lords, in the case of *Murphy v. Brentwood D.C.* (1999) A.C. 398 (see Appendix). In addition, the long title to the English Defective Premises Act of 1972 stated that it is "an Act to impose duties in connection with the provision of dwellings and otherwise amend the laws of England and Wales as to liability for **injury or damage caused to persons** through defects in the state of the premises". By Section 1 of the Act, the duty to build dwellings properly is owed only to the person who ordered the building (i.e the owner) and every person who acquires an interest (whether legal or equitable) in the dwelling. This would apply to a subsequent purchaser or tenant/occupier of the building, but would not extend to the owners of adjacent properties.

Thus, the position in England today, as regards liability for pure economic loss, is that such losses are not recoverable. However, other countries like Australia, Canada and New Zealand are allowing recovery for pure economic losses as shown in the following cases; *Bryan v, Maloney* (Australia), *Winnipeg Condominium Corp. No 36 v. Bird Construction Co.* (Canada), *Invercargill C.C. v. Hamlin* (New Zealand) (see Appendix), (Netto and Tan, 2009). Similarly, Singapore has taken a bold step in passing the Contracts (Right of Third Parties) Act 2002, to enable persons, who were not parties to a contract, to sue on the basis of that contract where they suffered injury as a result of non-performance or failure to perform according to the specification of such contract. Apart from the above, the Building Control Act 1989 of Singapore, prescribes standards of safety and good building practice. The above Act was passed as a result of the collapse of the Hotel New World of Singapore. The Act requires every person for whom building works are to be carried out to appoint an accredited checker who must be registered with the Building Authority, maintain no professional or financial interest in the building and must be a qualified civil or structural engineer of 10 (ten) years standing. According to Netto and Tan (2009), the accredited checker is required to check the key structural elements in the building plans and issue a certificate and evaluation report approving them.

Sadly, Nigerian law, on liability for defective building as well as measures put in place to ensure that those involved in building construction exercise more care in carrying out their functions, is grossly underdeveloped. There is, as yet, no law at the Federal level that holds those responsible for defective buildings accountable to the persons who suffer physical injury or damage to property as a result of their negligence or disregard for safety measures. The Draft National Building Code of 2006, which bears some semblance to the Singaporean Building Control Act, has not been widely received by the states in Nigeria, with the exception of Lagos and Jigawa States (Jimoh, 2012). Lagos State is the only state in Nigeria which appears to be taking bold steps towards checking the menace of defective buildings/building collapse, through its Physical Planning and Urban Regeneration law 2010. This law, among other things, provides that any building above two floors must have an insurance covering before approval can be given (Ogunsakin and Igbintade, 2012). More significant are Sections 74 of the Law which provides that in the event of the collapse of any property or structure due to negligence on the part of the owner or developer, such property shall forfeit to the state government after due investigation and/or publication in the state official gazette, and section 75 (1) which prescribes a penalty of N250,000.00 (two hundred and fifty thousand naira) fine or one month community service for a person convicted of contravening the provisions of the law.

Conclusion

This paper has shown that, with reference to holding persons involved in building construction liable for defective buildings causing injuries to third parties, Nigerian Law is lagging behind that of other countries like Australia, Canada, New Zealand and Singapore, in taking proper measures to check mate this trend. The only exception in Nigeria is the case of Lagos State, which has taken proactive steps in this regard. In view of the totality of the issues discussed in this paper, the following recommendations are made.

Recommendations

1. The Draft National Building Code should be amended to provide for stiff penalty for those responsible for constructing defective buildings. The penalty should comprise of a prison term without the option of fine, criminalizing negligence in the construction industry would go a long way to check incidence of building collapse in Nigeria.

2. All the States in Nigeria should, as a matter of urgency, adopt the provisions of the Draft National Building Code, pass same into law and put modalities in place towards enforcing compliance with same.

3. Computer software that would be able to automatically check for and detect defects in buildings under construction, especially latent defects, should be developed and put to use in construction sites.

4. All construction sites should have registered and duly certified building professionals like architects, engineers and builders. This should be made a condition precedent to obtaining approval for the building project, from the appropriate authority.

5. A law should be put in place establishing a post-construction certification body and charge it with the responsibility of inspecting and certifying a completed building, whether, or not, it is safe and fit for habitation or use.

6. There should be a law making it compulsory for all building owners to insure their buildings for the purpose of making adequate compensation available for third parties in the event of such third parties sustaining physical injury or damage to their property arising from a defect in the said building.

7. There should also be a law making it compulsory for building contractors to insure their building projects, with the building owners as beneficiaries, against damages or losses sustained by such owners as a result of defects in their buildings.

8. Other states in Nigeria should take their cue from Lagos State and enact laws providing for any collapsed property or structure (especially buildings), due to the negligence of its owner or developer, to be forfeited to the government. This would help to ensure that all parties concerned would exercise due care for fear of losing the property in question.

It is hoped that the above recommendations would be given necessary consideration and put to good use.

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