

Basic legal requirements for tenants

By Michelle Dickens, Managing Director, TPN Credit Bureau



There are dozens of obvious and practical reasons why many people, families as well as businesses, rent property. For a start, renting provides a tenant with the benefits of fairly quick availability, convenience and choice. Although many may argue to the contrary, the flexibility enjoyed by tenants should be appreciated, as well as their relative freedom from unexpected or hidden costs - and as was recently seen in the USA in particular, sudden market crashes.

Rather than the much maligned cliché that renting property is “enriching somebody else” tenants should consider the benefits of renting and be willing to accept that in most cases, they are receiving a fair bargain. But like almost everything in life, even a bargain must be paid for. Hence the reasons why obligations of tenants (as well as landlords) are covered in statutory, as well as non-statutory law.

Non-Statutory Law (Common Law)

The tenant is obliged to:

- Pay the proper amount of rent in the proper commodity at the proper place and time
- Take good care of the property and not use it for purposes other than for which it was let
- Restore it to the same condition he received it in, at termination of the lease

Common law states simply that the full rent must be paid at the proper time – the time and date agreed by both the tenant and the landlord. It does not provide the tenant with a 7 day grace period.

Statutory Law (The Rental Housing Act)

The tenant is obliged to:

- Make prompt and regular payment of rent and other charges payable in terms of the lease
- Make payment of a deposit – the amount of which should be agreed up front between the landlord and tenant
- Have a joint incoming and outgoing inspection with the landlord

The lease agreement

A lease can be in verbal or written form. Obviously a written lease agreement is recommended as this clearly sets out the rights and obligations of both the tenant and the landlord. However there are many variations of standard clauses and the tenant should ensure he or she reads the lease carefully and understands their responsibilities.

Examples

Some leases include a breach clause that provides the landlord with the right to immediately cancel the lease without notice should the tenant fail to pay rent on the date stipulated in the lease agreement. Another example is the maintenance clause, where the landlord can stipulate that the tenant is responsible for all maintenance on the property for the duration of the lease.

Attitudes

Tenants and landlords should enter into agreements with the intention of giving as well as getting reasonable value. In many cases, the attitude with which one approaches the deal will determine its long-term (or possibly short-term) viability and success. To learn more about tenants’ as well as landlord’s rights and obligations, visit TPN’s website at www.rentbay.co.za

Fast, FREE, user friendly ads for landlords and estate agents

www.rentbay.co.za

List all your properties to let on TPN's RentBay

 **tpn RentBay**

Visit the website or call TPN on 0861 876 000 for details