

Accepting changes alters a contract

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A TENANT received a statement reflecting amounts for general lighting and rates payable by him.

This was the first time in 25 years that the tenant, who conducts his business from the property owned by the same landlord, was required to pay for these service charges.

Is the tenant under obligation to pay these new charges?

It was always the terms of the verbal contract that the tenant pays rental including general lighting and rates. The tenant is therefore not legally compelled to pay the additional charges.

The landlord cannot unilaterally change the agreement but, if the tenant pays these charges, then a

new agreement comes into place regarding the payment for general lighting and rates.

Parties should consult each other if any term or condition of a lease contract is to be changed.

If there is an agreement to vary the contract, verbal or written, it is preferable to reduce to writing the changes to avoid dispute or confusion.

Tenant should seek legal advice when in receipt of a statement that requires additional payment.

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