

CONDITIONS AFFECTING PREMISES OWNED BY THE STATE

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THE same laws that legally direct the relationship of a tenant and a private landlord govern the relationship between a tenant and the state.

What happens to this relationship if the tenant buys the dwelling?

Parties would enter into a contract by concluding a purchase and sales agreement. The tenant becomes the buyer / owner and the state (the landlord) is the seller.

A deed of sale is registered with the Registrar of Deed's office, which is proof that the buyer has a legal title to the dwelling.

The buyer of a state dwelling is bound to the deed of sale that usually contains certain "restrictive" conditions.

One such clause relates to the buyer who must occupy the dwelling herself / himself for a specific period (e.g. 5 years). The agreement may contain a phrase... "shall not without the

written consent" followed by the restriction.

The buyer shall not without written consent allow another person to occupy as a tenant or subtenant the dwelling or any portion thereof.

Another condition states that the buyer shall not own or occupy any other dwelling. The seller has the right to cancel the agreement, evict the buyer and occupiers and take possession of the dwelling should the buyer breach any condition.

To do this, the state will have to follow the procedure for breach and institute legal proceedings to evict the occupier who refuses to move out.

The parties in this instance, where the dispute relates to ownership, cannot lodge a complaint with the provincial Rental Housing Tribunal that deals with tenant-landlord relationship.

Sayed Iqbal Mohamed: Chairperson,
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