

# Contract conditions legally valid

Daily News Tuesday November 07 2006

WHAT is the legal position if a clause in a written lease contract has specific conditions for its termination?

Tenant and landlord entered into a tenancy for a definite period, a two year lease. After the expiry of the two year period, the tenancy would become a monthly one.

The lease provided for a written two calendar months notice to terminate the lease after the two year period.

It further stated that such notice must be given on the last business day of the month preceding the two month's notice.

Let us take the case where the tenant served the notice to end the lease on the 1<sup>st</sup> of November intending to vacate on 31<sup>st</sup> December. The landlord rejected the notice as being invalid in terms of their written contract.

The courts, including the Rental Housing Tribunal would not be able to “condone” or “rectify” an invalid notice. This is due to the fact that the tenant's notice did not fulfil the explicit term of the contract.

In other words, there was no ambiguity or confusion in the simple language of the relevant clause.

Courts do not act for or represent a party because they are under duty not to take sides but to examine the evidence and the facts in light of the law to ensure fairness and justice.

The action of the tenant to end the lease in this instance would be considered an “unfair practice”.

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