

HANDLING REFUSAL OF PAYMENT

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RENTAL disputes can often traumatise a tenant when payment is rejected by the landlord or agent.

The refusal to accept the rental may be due to several reasons, including the tenant's rejection of paying a proposed increase.

A simple solution for the landlord/agent is to accept the disputed amount without prejudice and to issue a receipt to that effect.

The difference between the amount paid and the proposed increase can be sorted out by way of a letter of demand.

Should this fail, then the landlord should institute legal action or lodge a complaint with the provincial Rental Housing Tribunal.

The tenant can safeguard his or her rights when payment is rejected by sending a cheque or postal order by registered mail or making a deposit into the relevant account if such an option is available.

A letter confirming the refusal to accept rental tendered can be useful in the event that there is a claim where no payment was made.

The tenant can lodge a complaint with the Tribunal or defend legal proceedings with the relevant steps taken to safeguard against an unfair eviction or claim for non-payment.

The "offer and acceptance" in terms of the law of contract plays a decisive role regarding a proposed rental increase.

Parties should seek expert legal advice to avoid incurring unnecessary legal costs.

If the landlord's refusal to accept rental is due to a proper notice to terminate a lease agreement, and the tenant is refusing to vacate the dwelling, the landlord should accept the rental as damages and reflect this on the receipt.