

How often and by how much can rents be increased?

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WHEN sharing a dwelling and the rental, who is responsible for the payment of rental to the landlord in the event one of the “room mates” moves out during the lease period?

Can the rental be reduced when the other person vacates the dwelling?

Whoever entered into an agreement is responsible to the landlord for the payment of rental, and for complying with the terms and conditions of the lease agreement-no matter what the arrangement between the tenant and other person(s) brought into the dwelling.

If the tenant fails to pay the rental or commits any other breach, the landlord would be entitled to take action against the tenant. Any reduction in rental because of the change in the tenant’s circumstances would depend on the landlord.

Often, it helps to declare the truth to the landlord and enter into negotiations because the landlord especially if he or she owns the dwelling, needs to know who occupies the property.

Who is responsible for internal repairs and maintenance?

The landlord is generally required to attend to repairs in terms of common law, unless it was agreed that the tenant would undertake any repair or be responsible for maintenance.

Regarding rental increase, what percentage can the landlord raise it to and how often?

There appears to be no specific limit to the percentage increase and frequency, but a tenant can lodge a complaint with the provincial Rental Housing Tribunal.

The tenant would have to present a case of the increase being exploitative, since the Tribunal has powers in terms of the Rental Housing Act 50 of 1999 [sections 2(3); 5(6); 13(5); 13(4)(c)(iii)] and Regulations to investigate exploitation, unreasonable rental increase and to determine rentals based on several factors- which would include whether the increase is market-related or constitutes an unfair practice.

The Tribunal is also obliged to look at “offer and acceptance”, i.e. whether the tenant accepted to pay the increase; whether the notice to increase rental meets the conditions of the provisions of the Rental Housing Act 50 of 1999, law of contract and common law.

Where the tenant’s rental is deducted from his or her salary and is therefore paid over to the landlord “automatically”, it is important for the tenant who disputes the rental increase to inform the landlord in writing that the offer is not acceptable.

If the increased amount is deducted from the salary, the tenant can lodge a complaint with the Tribunal or institute action through the courts.