

Is a tenant obliged to sign a new lease when one already exists?

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This would depend on the conditions contained in the first lease. The Provisions pertaining to leases, section 5(5) of the Rental Housing Act 50 of 1999 states: “If on the expiration of the lease the tenant remains in the dwelling with the express or tacit consent of the landlord, the parties are deemed, in the absence of a further written lease, to have entered into a periodic lease, on the same terms and conditions as the expired lease, except that at least one month’s written notice must be given of the intention by either party to terminate the lease.”

In other words, if a lease is for a fixed period it will end the relationship between tenant and landlord on the date agreed between the parties as specified in the lease agreement.

A one-year lease that started on January 1 will end on December 31 and, unless any other provisions are stated in the lease regarding termination or renewal, the tenant is required to vacate the dwelling on December 31. Should the landlord present a new lease for the tenant to enter into another year’s contract (or whatever the period), and the tenant declines, the tenant must vacate on December 31 for which no notice to vacate is required.

Essentially, there was a contract for one year and if this contract is not extended or a new contract entered into, the tenant has to move out of the dwelling. The new lease contract does not have to contain the same terms and conditions of the expired lease.