

LANDLORDS OBLIGED TO ISSUE RECEIPTS FOR PAYMENTS

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Daily News Tuesday July 20 2004

RENTAL RECEIPTS: Are they required by law?

Take the case when you had to return an item to a store for an exchange or a refund. A cash sale slip or receipt is proof of purchase. Similarly, a rental receipt is proof of rental paid and the date on which it was tendered.

When Reginald demanded receipts from his landlord, he refused to give them to him. In the past a landlord was obliged to provide a rental receipt only when his or her tenant requested one.

Rights and Obligations: The Rental Housing Act, No 50 of 1999 changed this. In fact, a landlord is required to provide receipts for all payments received [section 5(3)(a)] in respect of the tenancy, which includes security deposit or repairs carried out in the dwelling.

Remedy: Reginald could lodge a complaint with the provincial Rental Housing Tribunal for an unfair practice. He could inform his landlord in writing that he would not make further payments unless receipts were issued.

Section 5 of the Rental Housing Act also stipulates what information must be written on receipts, e.g., the name of the tenant, address of the dwelling, date, amount paid and what the payment is for.

Non-payment of rental/rental arrears

Ms Erasmus entered into a one-year lease agreement with her tenant, Paulsen. The rental of R1 200 a month meant that she could meet her bond payments since she had recently lost her job. Three months after taking occupation, Paulsen did not pay his rental on time and by the fifth month failed to make any payment. He had broken (breached) the contract.

Rights and Obligations: Ms Erasmus was entitled to prompt and regular payment [section 4(5)(a) of the Rental Housing Act, No 50 of 1999]. She had the option of cancelling the lease after having placed her tenant on terms to remedy the breach. She decided to approach the provincial Rental Housing Tribunal.

Remedy: Ms Erasmus lodged a complaint with the Tribunal. Both parties were summonsed to appear before a mediator to resolve the unfair practice. Paulsen undertook to pay the arrears in four instalments and also vacate the premises by the end of the month. The mediation agreement was made a ruling of the Tribunal. The ruling meant that Ms. Erasmus had an equivalent of a Magistrate's Court judgement.

Names are fictional for the purposes of illustration only.