

# Legislation changes common law on leases

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A LANDLORD was previously not required to give reasons when deciding to terminate a lease- until the introduction of the Rental Housing Act, 50 of 1999 (the Act). Chapter 3 of the Act deals with the relations between tenants and landlords.

The following is stated under general provisions: 4. (5) : - the landlord's rights against the tenant include his or her right to -

- (c) prompt and regular payment of a rental or any charges that may be payable in terms of a lease;
- (d) recover unpaid rental or any other amount that is due and payable after obtaining a ruling by the Tribunal or an order of a court of law;
- (e) terminate the lease in respect of rental housing property on grounds that do not constitute an unfair practice and are specified in the lease;
- (f) on termination of a lease to –
  - (i) receive the rental housing property in a good state of repair, save for fair wear and tear; and
  - (ii) repossess rental housing property having first obtained an order of court; and
- (g) claim compensation for damage to the rental housing property or any other improvements on the land on which the dwelling is situated, if any, caused by the

tenant, a member of the tenant's household or a visitor of the tenant.

The provision under 4 (5) (e) "terminate the lease in respect of rental housing property on grounds that do not constitute an unfair practice and are specified in the lease" has changed the common law position. A landlord is now required by law to provide a reason for canceling a lease and cannot cancel for reasons that constitute an unfair practice.

Unfair practice may include the landlord's reaction to get rid of a tenant who has complaints about the need for maintenance and repairs.

Reasons or grounds that need to be specified in the lease may be contained in a breach clause. This may include nuisance, non-payment of rental, late payment or overcrowding. However, in terms of the breach procedure, the landlord has to place the tenant on terms to remedy the breach; in this way the tenant is given a chance.

Failure to comply gives the landlord a sound reason to terminate the lease.

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