

# NOTICE TO VACATE A RENTAL DWELLING MUST BE UNAMBIGUOUS

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IN A PERIODIC LEASE that operates on a monthly basis, a calendar month's notice is required.

A notice to vacate must be unambiguous; both parties must be clear that the tenant would be moving out of the dwelling on a specific day. If the landlord terminates the lease contract, the notice must be communicated to the tenant that s/he is required to vacate the dwelling at the end of the month.

Similarly, the tenant must give a calendar month's notice and must communicate the notice to the landlord.

“Unambiguous”, “without confusion”, “properly communicated to the address agreed upon”, are essential elements.

Take the case of a tenant who was informed by his landlady that she intended to sell her property and at some point she would provide him with a notice to vacate. The landlady's intention to terminate

the lease led the tenant to feel insecure. He decided to look for alternate accommodation, to arrange for the children's schooling and requested a refund of the security deposit.

He began to panic when the landlady did not respond and withheld his rental.

The tenant subsequently received a letter of demand that should he fail to pay his rental, his lease would be cancelled and he would be liable for legal cost and would also forfeit his deposit.

The mere intention to terminate a lease is not a notice to vacate or a termination of the contract. Parties must be clear what they intend to do regarding a termination and must clearly communicate this intention in writing.

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