

Obligations when lease terminates

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A NOTICE prematurely terminating a lease is usually rejected by a tenant and often challenged.

The tenant, for example, may contend that a proper notice period of a calendar month was not given in terms of the agreement. Should the matter end up in court, the tenant would succeed.

What happens to a landlord who is informed on the last day of the month by his tenant that she is moving out on that day? The “notice” is most certainly unjust with serious financial implications for the landlord.

How does he get a new tenant to take occupation the following day, presupposing that the dwelling is in good condition and he is able to repaint it?

If a security deposit was paid, rentals paid and the dwelling returned in the condition in was let, the landlord may have a chance of recouping his loss by retaining the deposit.

It would be unfair and may seriously prejudice a landlord when a tenant vacates the dwelling without giving a calendar month’s notice, if that was required.

If rentals were not paid and the dwelling returned in a shoddy state, the tenant would be held legally liable. Morally, the tenant would have acted dishonestly and wrongly.

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