

Stepping into old shoes

Sayed Iqbal Mohamed

QUESTION: when a tenant takes occupation of a dwelling during mid-month, how much rental is paid? And what about the date of subsequent rental payments; are they also payable in mid-month?

Answer: What was the agreement with the landlord? Was it to pay half a month's rental for half a month's occupation?

If there is a written lease, what was the agreement about moving in mid-month and the rental amount? Was it agreed that the tenant would pay a proportionate amount?

Rental is paid either in advance (i.e. at the beginning of the month); or there is an agreement (oral or written) over whether rental is to be paid on the first day of the month. Rental could also be paid in arrears, (i.e. at the end of the month).

Again, there is an agreement, i.e. on the last day of the month. If the first or last day falls on a Sunday, then the law requires that the rental be paid the day before.

Parties, of course, could agree on any day of the month or week rental is to be paid.

Q: A new landlord, who takes over an existing tenancy, informs the tenant that while the rental would not change immediately, the tenant is required to pay an additional amount for parking.

The rental agreement with the previous owner included charges for the use of the parking bay.

A: The new landlord cannot change the agreement unilaterally. He or she is bound by the agreement entered into by the tenant and the previous landlord.

The new landlord steps into the shoes of the previous landlord and the agreement therefore continues uninterrupted, as long as the tenant does not agree to any change.

It is advisable for a prospective landlord to investigate existing leases. If there is an oral (verbal) agreement, the prospective owner must establish the terms and conditions from the seller and the tenants.

Perhaps a meeting with the tenants would assist in finding out any maintenance problem that exists.

Examine all correspondence between the tenants and the seller; also, compile a schedule of comparable rentals, especially in the immediate vicinity.

If the rental of the property for sale is low, discuss the proposed new rentals with the tenants, because a high increase may be constructed as "exploitative" and may lead to the displacement of the tenants.

It may also lead to a relationship that culminates in costly legal battles.