

SUBLETTING: WHO CARRIES PRIMARY RESPONSIBILITY?

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A TENANT enters into a lease contract for an indefinite period, a month-to-month tenancy.

The lease contains the details of the tenant, the landlady and the number of persons who would occupy the dwelling with the tenant.

During the lease period a dispute between the tenant and his occupants forces the tenant to move out.

The tenant terminates the lease by giving a calendar month's notice and informs the occupants that they will have to vacate the dwelling at the end of the month.

The occupants ignore the tenant's notice to the landlady and continue to occupy the dwelling.

Whose responsibility is it to ensure the occupants have vacated the dwelling?

The occupants pay the rentals, but this would not detract from the tenant's contractual obligation and would not substitute the occupants as the principal tenant. The lease contract is between the tenant and the landlady and not the occupants.

The tenant is therefore under legal obligation to give vacant occupation. In other words, the tenant having given a notice to end the lease must ensure that whoever occupies the dwelling must move out.

Should the tenant fail to give vacant occupation, he would be held liable for damage, that is, rental for unlawful occupation and the landlady's legal costs?

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