

Tenants enjoy privacy to dwellings

Daily News Tuesday June 26 2007

CAN a landlord use a spare key to gain access to his tenant's dwelling? Can he remove the lock from the tenant's gate and replace it with his own?

When a tenant and landlord enter into a verbal or written lease contract and the tenant takes occupation, the landlord gives permission for temporary "ownership" of the dwelling to his tenant.

The landlord cannot enter the dwelling or gain access to it without prior arrangement, good cause and without the tenants' permission.

In case of an emergency, the landlord is justified to gain entry without notice to the tenant.

When repairs or maintenance needs to be carried out, the landlord, with the consent of the tenant, can access the dwelling.

Should the landlord change the lock, the tenant can charge him

for theft and damage to property and may have grounds to bring an urgent application for being illegally locked out.

The right of occupation granted to the tenant is inseparably linked to the tenant's right to privacy.

If the landlord decides to walk into the dwelling without the tenant's permission, he may be accused of trespassing.

The tenant can hold him liable for invading his or her privacy for entering the dwelling at will.

The lease contract allows the tenant to demand full use and enjoyment and without interference to the right of occupation granted to him or her.

Dr. Sayed Iqbal Mohamed
Chairperson, Organisation of Civic Rights
Member of the KwaZulu Natal Rental
Housing Tribunal
www.ocr.org.za