

The legal standing of a landlord

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Sayed Iqbal Mohamed

THE person with whom a lease agreement was entered into gives a tenant an eviction notice.

A brother of the landlord then informs the tenant to pay all future rentals to him and to ignore the notice to vacate.

The tenant is quite happy about the new arrangement, but is still unsettled about the notice. Several brothers and sisters own the property and the tenant cannot be a party to any family dispute.

It is for the family to work out who should be in charge of the lease because any member acting without authority to lease does not affect the tenant-landlord relationship.

Conflict and confusion will not serve the interest of the owners and, in the event the tenant is unscrupulous, this will lead to serious consequences.

Unlike an individual landlord, a company or a close corporation who wants to evict will have to take a resolution by its directors or members.

They are required to carry out certain functions in accordance with the Companies and Close Corporations laws and have to follow certain procedures.

This would apply to employing an agent, rental increases, maintenance and repairs. Directors and members are therefore not the landlord; the company or a close corporation owns the dwelling or property.

When entering into an agreement to lease, parties must ensure that where a company or a close corporation is the landlord, details of registration number and names of members are disclosed.

Chairperson, Organisation of Civic Rights; Member of the KwaZulu Natal Rental Housing Tribunal
www.ocr.org.za