

VARIATIONS BETWEEN ORAL AND WRITTEN LEASE TERMS

Daily News Tuesday April 25 2006
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An oral lease is binding between a landlord and tenant and the parties may agree to have it reduced to writing.

The tenant cannot refuse to sign the written lease contract, as long as the same terms and conditions of the oral agreement are contained in the written document.

Should the landlady / -landlord include new provisions; the tenant can reject the written contract.

Parties orally agree that the rental would be R1200.00 per month, annual increase of 8%, R1200.00 as security deposit and the parties would share the cost of the lease contract.

Two weeks after taking occupation, the tenant is presented with a lease contract that requires the tenant to pay:

- A rental of R1400.00 per month
- An annual increase of 18%
- A security deposit of R2800.00
- Full cost of written lease
- A monthly levy of R250.00

The tenant can reject the written lease contract and either resile from the oral lease and sue for breach or continue the lease, based on the oral agreement.

If parties did not mention a written lease contract at the time they entered into an oral contract, the tenant can, during his or her tenancy, request that the terms and conditions be written down and the landlady / landlord must oblige in terms of section 5(2) of the Rental Housing Act 50 of 1999.

Sayed Iqbal Mohamed

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