

Avoiding the tenant from hell

Rules for leasing successfully

Daily News Tuesday September 15 2009

THE RENTAL Housing Act and the common law have rules that have to be followed by tenants and landlords / ladies to ensure a successful tenancy.

Credit checks, payment of security deposit and prior joint inspection by parties are essential safeguards.

When deciding to enter into a lease contract, it is important to have a profile of the prospective tenant.

It is the tenant who is going to occupy the dwelling and will, as a stranger, have total access and control over the landlord's property for the duration of the lease.

When a prospective tenant deliberately discloses incorrect or insufficient information about himself or herself, there might be a premeditated intention to exploit the landlord.

In one case, the landlord had not done a credit check, did not have sight of the tenant's previous rental receipts and allowed the tenant to pay the security deposit in three monthly installments.

The payment of the security deposit, which has to be made before the tenant takes occupation, was compromised by the landlord's leniency.

Enquiries with the tenant's previous landlord would have revealed that the tenant abandoned the dwelling with unsettled service charges and rental arrears.

When the landlord was unable to secure sufficient background information about the prospective tenant's history, he is unable to make an informed decision about the bona fide of the tenant.

It would be wise to stipulate a condition that the lease contract would be signed by the landlord subject to certain information being furnished by the prospective tenant. And also that an inventory list of a joint inspection will be attached to the lease. An inspection of the dwelling to be leased must be held with the prospective tenant.

The landlord, in the case mentioned above, failed to inspect the dwelling with the tenant before he took occupation.

Consequently, there was no inventory or check list and the tenant later produced a maintenance and repair "wish list".

The tenant had laid the foundation to exploit his landlord. He did not make good on his undertaking to pay the deposit and often failed to pay rental on time or at all for several months.

He claimed that he had to carry out repairs and these were set off against the rentals.

The landlord was never asked to attend to the "repairs" or informed about the tenant's intention to carry out the repairs.

The tenant did not follow legal remedies and procedures to deduct or set-off against rental, the alleged repair costs.

The tenant abandoned the dwelling with substantial rental arrears, unpaid electricity and water charges and damage to the dwelling.

Since the landlord did not have adequate information, the tenant could not be traced.

The landlord could not institute legal action for arrear rentals, damage to the dwelling and unpaid service charges.

Tenants who are dishonest and who willfully neglect to perform their contractual duties and responsibilities, provide reasons for landlords to be distrustful of all tenants.

Landlords, who do not do a credit check and fail to establish a prospective tenant's *bona fides*, will sustain serious financial loss.

Website: www.ocr.org.za For tenant's rights' advice, contact Pretty Gumede or Loshni Naidoo at 031 304 6451