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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF HUMAN SETTLEMENTS

NO. 1913

18 March 2022



DEPARTMENT OF HUMAN SETTLEMENTS

REGULATIONS UNDER THE RENTAL HOUSING ACT, 1999

DEPARTMENT OF HUMAN SETTLEMENTS**REGULATIONS UNDER THE RENTAL HOUSING ACT, 1999**

I, Mmamoloko Tryphosa Kubayi, Minister for Human Settlements, hereby in terms of section 15 of the Rental Housing Act, 1999 (Act No 50 of 1999), publishes the draft Rental Housing Regulations, 1999.

Any interested persons or institutions are hereby invited to submit written comments or representations with regard to the draft Regulations within 60 days of the date of publication of this notice. All comments or presentations must be submitted in writing in one of the following ways:

(a) By post to: The Director General
 Department of Human Settlements
 Private Bag x 644
 Pretoria
 0001

For attention: [Ms Rose Murray and Ms Lisa Masilo]

Or

(b) Delivered to: The Director-General
 Department of Human Settlements
 260 Justice Mohamed Street

For attention: [Ms L Masilo and Ms R Murray]

Or

(c) By electronic mail: [Ms Rose.Murray@dhs.gov.za and Ms Lisa.Masilo@dhs.gov.za]

Enquiries: [Ms L Masilo 012-444-9097 & Ms R Murray 012-444-9283]

Comments received after the closing date may not be considered.

DEPARTMENT OF HUMAN SETTLEMENTS

No....

2021

REGULATIONS IN TERMS OF THE RENTAL HOUSING ACT, 50 OF 1999

The Minister of Human Settlements has under Section 15 of the Rental Housing Act, 1999, made the regulations set out in the Schedule.

SCHEDULE

The Tribunal having been established as per the Rental Housing Act 50, of 1999 comprises of the following components:

- Administrative Support Staff (herein after referred to as Secretariat) and includes any staff member appointed in terms of the laws governing the Public Service
 - Office of the Registrar
 - Information Officer
- Mediators
- Interpreters
- Members

All functions of the Tribunal will be undertaken by the Secretariat, save for conducting hearings, issuing rulings, adjudicating and issuing appeal rulings.

Where applicable, each Province may incorporate reference to that particular Province in the relevant Schedule.

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CHAPTER 1 – INTRODUCTORY PROVISIONS

1. Short Title and commencement

These Regulations are called the Rental Housing Tribunal Regulations, 2021 and comes into operation on the date determined by the Minister by publication of a notice thereof in the Gazette All Provincial Regulations are hereby repealed.

2. Definitions

In these regulations, unless the context otherwise indicates, any expression or word to which a meaning has been assigned in the Act, has the meaning so assigned – and

1) In these Regulations, unless the context otherwise requires:-

“**Act**” means the Rental Housing Act 50 of 1999 (as amended)

“**adjudicator**” means a person appointed to act as such on the appeal panel

“**adult**” means a person who has attained the age of 18 years, or who is under that age but is or has been married or in a civil union

“**agent**”, in relation to any person who is a landowner or tenant, means an agent of that person in that person’s capacity as landowner or tenant; and includes an employee of that person in that person’s capacity as landowner or tenant

“**appeal panel**” means the panel appointed by the MEC to adjudicate on matters where an appeal has been brought and has the corresponding meaning to adjudicator

“**application**”, in relation to the Tribunal, includes:-

- a) an application made jointly by the landowner and the tenant of any premises;
and,
- b) any complaint by the landowner against the tenant or by the tenant against the landowner; and
- c) any claim by the landowner against the tenant or by the tenant against the landowner;
- d) any other application that may be made to the Tribunal by virtue of any of the provisions of the Act or these Regulations

“case manager” means an employee of the Tribunal mandated to carry out administrative functions

“commission” means any fee or charge (however described) in respect of services rendered by the letting agent or any other person that relate to:-

- a) the granting, continuation, extension, variation, or renewal of any lease agreement; or
- b) the assignment of a tenant’s interest under any lease agreement; or
- c) the subletting of the whole or any part of the premises by a tenant.

“common property” in relation to a multi-tenanted dwelling means those parts of the dwelling not reserved for the exclusive use by any person

“complainant” means the party lodging the complaint

“contact address”:-

- a) in relation to a landowner, means an address, addresses, or *domicilium citandi et executandi* (which should include telephone numbers and email addresses) where the landowner or the landowner’s agent is reasonably contacted by the tenant; and in addition

- b) in relation to a tenant, means an address, addresses or *domicilium citandi et executandi* (which should include telephone numbers and email addresses) where the tenant or the tenants' representatives is reasonably contacted by the landowner; and in addition
- c) in relation to a landowner that is a company, includes (if the information is different from that given under paragraph (a))-
 - i. the full name of the officer responsible to the company for the administration of the lease; and
 - ii. an address or addresses (which should include telephone numbers and email addresses) where that officer or the landowner's agent is reasonably contactable by the tenant; and
 - iii. the address of the company's registered address

“deemed tenant” means a person who is in occupation of premises in terms of an implied lease or a person in occupation of premises by holding over such premises

“deemed landowner” means a person who lets premises in terms of an implied lease or who claims rental from a person by virtue of holding over such premises

“department” means the Department of Human Settlements and its predecessors and its successors in title

“deposit” means any sum of money payable or paid under a lease agreement as security for the observance and performance of all the tenant's obligations under the lease agreement and the Act; but does not include any sum payable or paid by way of rent

“director” means the Director of the Provincial Rental Housing Tribunal and includes, where applicable, a person duly delegated by him/her to perform a function of the Director

“dispute”, in relation to a matter before, or to be brought before, the Tribunal, includes a claim sounding in money, and/or any claim for specific performance and/or any other claim

“domicilium citandi et executandi” means an address for service of notices, letters and processes

“electronic hearing” means a hearing held by telephonic conference or some other form of electronic technology allowing persons to see and/or hear one another

“fixed term lease” means a lease for a specific period

“goods” means movable goods of any description; and includes animals and plants; and also includes money, documents, and all other things of value

“habitable” means a dwelling that is safe and suitable for living in and includes adequate space; protection from the elements and other threats to health; physical safety of the tenant, the tenant’s household and visitors; and a structurally sound building

“hijacked building or premises” means a building or premises occupied by persons who pay money to a third party collecting such money illegally in the guise of rentals

“hijacker” means a person illegally collecting money from occupiers of hijacked premises

“information office” means an office located at the Municipality tasked with administering complaints pertaining to the Tribunal

“interpreters” are individuals appointed to act as translators of matters before the Tribunal

“landowner”, in relation to any residential premises that is the subject of a lease agreement, means the grantor of a lease of the premises under the lease agreement; and, where appropriate, includes-

- a) a prospective landowner; and
- b) a former landowner; and
- c) a lawful successor in title of a landowner to the premises; and
- d) the Executor in the estate of a deceased landowner; and
- e) an agent of a landowner; and
- f) a mortgagor, being the bondholder, who has foreclosed on the leased property.

Landowner has a corresponding meaning to landlord¹.

“lease”, in relation to any residential premises, means any express or implied agreement under which any person, for rent, agrees to grant to any other person a lease for the premises; and, where appropriate, includes a previous lease and any variation of a lease

“legal representative” means a person authorised by the Legal Practice Council to represent a person in legal proceedings

“lessee” means a tenant as defined below

¹ As defined in the Amendment Act, 35 of 2014.

“letting agent”, in relation to a lease, means a person who acts, or who holds him/herself out to the public as ready to act as an agent in respect of the grant or assignment of tenancies, whether or not that person carries on any other business

“mediator” means a mediator as appointed in terms of the Act

“member” means a member of the Tribunal who has been duly appointed by the MEC in terms of section 9(1), (2) and (3) to fulfil the duties of conducting hearings, making rulings and this includes **alternate members**. All additional duties shall be defined in the Terms of Reference and/or Code of Conduct for Members.

“Member of the Executive Council (MEC)” means the member of the Provincial executive council responsible for Human Settlements within the Province

“Minister” means the Minister of Human Settlements who is responsible for the administration of the Act

“minor” means any person who is not a major

“monthly lease” means a residential lease other than a fixed-term lease and includes a periodic lease

“officer of the Tribunal” means a person who is for the time being acting in the services of the Tribunal; and includes an Inspector of the Tribunal and any person employed by the Municipality fulfilling the duties of the secretariat of the Tribunal

“order”, in relation to the Tribunal, means any order, decision, determination, consent, approval, or ruling given or made by the Tribunal; and includes an order by the Tribunal dismissing an application

“party” means a party to a complaint

“premises” includes:

- a) any part of any premises; and
- b) any land and movables thereon; and
- c) any mobile home, shack, caravan, or other means of shelter placed or erected upon any land and intended for occupation of that land

“prescribed” means prescribed by these Regulations or by the Act

“prescribed approved form”, in relation to any application or other matter, means a form approved and made available by the secretariat of the Tribunal for the purposes of that application or matter

“prospective landowner” means a person who has offered to grant a lease to any other person, or who has entered into negotiations with any other person for the granting of a lease to that other person

“prospective tenant” means a person to whom any other person has offered to grant a tenancy, or with whom any other person for the granting of a tenancy to that person

“register” means a register kept by the secretariat in respect of all complaints lodged.

“registrar”, in relation to the Tribunal, means a person who holds that position and has a corresponding meaning to clerk of the Tribunal

“rent” means any money, goods, services, or other valuable consideration in the nature of rent to be paid or supplied under a lease agreement by the tenant; but does not include any sum of money payable or paid by way of deposit

“residential premises” means any premises used or intended for occupation by any person as a place of residence, whether or not the occupation or intended occupation for residential purposes is or would be unlawful

“respondent” means the person against whom a complaint is lodged

“services” means the provision of water, electricity, security, gas services, refuse removal and any other services

“spoliation order” means an order by the Tribunal granting the re-instatement of any premises, services and/or property to any person named in the order

“ summons (subpoena)” means a summons (subpoena) issued in terms of these Regulations or the Act requiring the person/s named in the summons (subpoena) to attend at a specified time and place and to give evidence or to produce any document or thing

“surety”, in relation to a lease, means a person who guarantees the performance of the tenant’s obligations, or who indemnifies the landowner against loss that he or she may incur in respect of the lease, or who assumes liability for the performance of the obligations of the tenant, and **suretyship** has the corresponding meaning

“tenancy”, in relation to any residential premises, means the right to occupy the premises (whether exclusively or otherwise) in consideration for rent; and includes any

tenancy of residential premises implied or created by any legislation; and, where appropriate, also includes a former tenancy

“tenant”, in relation to any residential premises that are the subject of a lease, means the lessee in a lease of the premises; and, where appropriate, includes:-

- a) a former tenant; and
- b) a lawful successor in title of a tenant to the premises; and
- c) the personal representative of a deceased tenant; and
- d) an agent of a tenant

“tribunal” means a Rental Housing Tribunal established in terms of section 7 of the Act and includes mediators, inspectors, interpreters and the secretariat and Members

“unfair practice” means anything declared by these Regulations or by the Act to be an unfair practice

“unlawful residential premises” means a premises that was not created to be used as a residential dwelling but is nonetheless being used for such purposes

“urgent application” means a complaint lodged by either the landowner or the tenant which, in the discretion of the secretariat, must be determined upon as a matter of urgency and need not be referred for mediation

“working day” means any day other than

- a) a Saturday, Sunday or public holiday; and
- b) a day in the period commencing 24 December and expiring 3 January
- c) Notwithstanding the above, mediations, hearings and appeals may be scheduled as determined in the Code of Conduct from time to time

“**written hearing**” means a hearing held by means of the exchange of documents, whether in written form or electronic means.

- 2) For the purposes of these Regulations and the Act, where any premises that are subject to a legal or equitable lease are used for both commercial and residential purposes, the premises shall be deemed to be residential premises unless it is proved that the premises were let principally for purposes other than residential purposes.

3. Unfair Practice

A failure to comply with these Regulations constitutes an Unfair Practice as contemplated in the definition thereof in section 1 of the Act.

CHAPTER 2 – COMPLAINTS PROCEDURE

4. Office Hours

The Tribunal shall operate from 08h00 to 16h00 Mondays to Fridays, excluding public holidays.

5. Filing of complaint

- 1) Proceedings commence by completing and lodging a complaint form with the Tribunal:
 - a) either at its offices (including information offices); or
 - b) electronically
 - I. Where a form has been electronically submitted and no signature appears thereon, the form must thereafter be attested before a Commissioner of Oaths. Such form must be submitted to the Secretariat within 7 working days thereafter.
- 2) The Complaint form must be in the form of an affidavit; and
 - a) In the case of a tenant, in the form prescribed attached hereto as **Schedule 1- Complaint Form-Tenant**;

- b) In the case of a landowner, in the form prescribed attached hereto as **Schedule 2-Complaint Form-Landowner**;
 - c) signed by the Complainant/s before a Commissioner of Oaths.
- 3) Where there are multiple Complainants, the Complaint form must be signed by the mandated representative after the complainants have completed the prescribed mandate form attached hereto as **Schedule 3-Mandate/Power of Attorney**.
- 4) Save as provided for in subsection (3), the Complainant must sign the complaint form personally or by a duly authorised representative.

6. Case Managers Function Upon Receipt of Complaint

The Case Manager must upon receipt of the Complaint:

- 1) Determine jurisdiction;
- 2) Assign a case number and acknowledge receipt of the complaint;
- 3) Notify the Respondent of the Complaint setting out the nature of the complaint and afford them 7 working days to respond to the complaint;
- 4) Where necessary, instruct the inspectors to conduct an inspection of the premises;
- 5) Attempt to resolve the matter informally;
- 6) Schedule the mediation;
- 7) Where the matter is one of urgency entailing a lock out, termination of services or other complaint of spoliation, may refer the complaint directly to the Registrar for the scheduling of an urgent hearing.
- 8) In instances envisaged in 7(7), the matter need not be referred for mediation.

7. Office Of The Registrar

The Tribunal shall have an office of the Registrar, whose duties shall be:

- 1) to arrange dates for the hearing of matters before Members;
- 2) to issue all processes necessary for purposes of Tribunal hearings;

- 3) to set down hearings before Members;
- 4) to issue summons (subpoena)s;
- 5) to prepare the roll for hearings by the Tribunal;
- 6) any other function ancillary thereto.

8. Service of Documents

- 1) Where any notice or other document is required or authorised by these Regulations or the Act to be served on a landowner or a tenant, it shall be sufficient if it is served in any of the following manner:
 - a) On the landowner or the tenant personally by a duly authorised employee of the Tribunal;
 - b) By post addressed to the landowner or the tenant at the address or the Post Office box given by the landowner or the tenant as an address for service in accordance with these Regulations or the Act;
 - c) In the event that the landowner is a corporate entity or Trust, it may be sent by post to the landowner's registered office or placed in the mailbox or affixed to the door in a prominent position;
 - d) May be delivered at the premises to which any address for service relates, and either placed in the mailbox or affixed to the door in a prominent position;
 - e) May be transmitted to the email address or fax number furnished by the landowner or the tenant as an address for service.
 - f) May be transmitted by SMS or WhatsApp to the number furnished by the landowner or the tenant as an address for service.
- 2) Without limiting the provisions of subsection (1), any notice or other document required or authorised by these Regulations or the Act to be served upon any tenant may be served on a tenant:
 - a) at the premises to which the lease agreement relates, if the tenant resides at those premises, as follows:

- i. by posting it addressed to the tenant at those premises; or
 - ii. by delivering it to the premises and either placing it in the mailbox or affixing it to the door of such premises in a prominent position; or
 - iii. by giving it to any person appearing to have attained the age of 16 years and residing at those premises; or
 - b) at any other place of residence of the tenant, by giving it to any person appearing to have attained the age of 16 years and residing at those premises and who confirms that the tenant resides at the premises; or
 - c) at the premises to which any address for service given by the tenant relates, by giving it to any person appearing to have attained the age of 16 years and residing at those premises; or
 - d) at the tenant's place of employment by service on the tenant or by giving it to any person appearing to have attained the age of 16 years and who appears to be employed there; or
 - e) by giving it to the person who ordinarily pays the rent under the lease agreement; or
 - f) by giving it to any attorney or other agent of the tenant duly authorised by the tenant to receive the same.
- 3) Without limiting the provisions of subsection (1), any notice or other document required or authorised by this Act to be served upon any landowner shall be deemed to have been duly served if it is served:-
- a) to any person appearing to have attained the age of 16 years and to be residing at the place of residence of the landowner; or
 - b) to the person (not being a bank or similar institution) who ordinarily receives the rent payable under the agreement; or
 - c) to any attorney or other agent of the landowner duly authorised by the landowner to receive the same.

- 4) Where 2 or more persons are landowners or tenants under a lease agreement, service on either of them shall constitute proper service and shall be deemed to be service on both of them.
- 5) A summon (subpoena) may be served on a witness:-
 - a) personally; or
 - b) by electronic mail at the witness's last-known email address; or
 - c) by SMS or WhatsApp or fax where there is no physical or email addresses available.
- 6) Where any document is sent by post in accordance with any of the foregoing provisions of this section, it shall be deemed, in the absence of evidence to the contrary, to have been given or served on the fourth working day after the date on which it was posted; and, in proving service, it shall be sufficient to prove that the letter was properly addressed and posted.
- 7) Where any document is delivered to any address in accordance with any of the foregoing provisions of this section, it shall be deemed, in the absence of evidence to the contrary, to have been given or served on the second working day after the date on which it was delivered; and, in proving service, it shall be sufficient to prove that the letter was properly addressed and delivered.
- 8) Where any document is transmitted by email in accordance with this section after 5 pm on any day, it is to be treated, in the absence of evidence to the contrary, to have been given or served on the next working day after the date on which it was transmitted.
- 9) In proving service of a document transmitted by email, it is sufficient to prove that the email was:-
 - a) properly addressed to the email address in question; and
 - b) properly transmitted with the document to that email address.

9. Calculation of time periods

Where these Regulations or the Act requires notice to be given and prescribes a period within which a thing is required to be done, the period:-

- 1) commences on the first day after the notice is given or deemed to be given; and
- 2) ends with the close of the last day of the period.

10. Notification of successor to landowner or tenant

- 1) Where, during the term of any tenancy, the landowner's or tenant's interest passes to some other person, that other person shall, within 10 working days thereafter, cause the other party to the tenancy to be notified of:-
 - 2) the full name and contact details of that person; and
 - 3) an address for service, being the address at which notices and other documents relating to the tenancy will be accepted by or on behalf of the person.

11. Change of name or address

- 1) In the event that the name and contact details, or address for service, of either party changes, such person shall, within 10 working days thereafter, inform the other party of such changes.
- 2) In subsection (1), **contact details** includes the following:
 - a) a person's mobile telephone number;
 - b) a person's email address.

12. Jurisdiction in respect of persons and cause of action

- 1) The persons in respect of whom the Tribunal shall have jurisdiction shall be the following and no other:

- a) Any Respondent who resides, carries on business or is employed within the borders of the relevant Province;
 - b) any partnership which has business premises situated or any member whereof resides within the borders of the relevant Province;
 - c) any person, whether or not he or she resides, carries on business or is employed within the borders of the relevant Province, if the cause of action arose wholly within the borders of the relevant Province;
 - d) any Respondent (whether in convention or reconvention) who appears and takes no objection to the jurisdiction of the Tribunal;
 - e) Any Respondent who owns the leased property within the Province, notwithstanding the fact that such Respondent may not reside within the Province
- 2) Subject to the provisions of the Act, the Tribunal, in respect of causes of action, shall have jurisdiction where the value of the dispute or claim does not exceed the amount determined by the Minister, (in respect of Jurisdiction for the Magistrates Court) from time to time by notice in the Gazette, unless the parties consent otherwise in writing.

13. Abandonment of part of claim

In order to bring a claim within the jurisdiction of the Tribunal, a Complainant may, at any time, in writing abandon part of such claim. If any part of a claim is so abandoned, it shall thereby be finally extinguished: Provided that, if the claim be upheld in part only, the abandonment shall be deemed first to take effect upon that part of the claim which is not upheld.

CHAPTER 3 – LEASES

14. Form and cost of lease agreements

- 1) Every lease agreement shall be in writing and signed by both the landowner and the tenant.

- 2) The landowner shall, before the tenancy commences, provide the tenant with a copy of the lease agreement.
- 3) The lease agreement shall comply substantially with the agreement attached to these Regulations as **Schedule 4-Pro-forma Lease Agreement**.
- 4) The landowner shall not be permitted to levy any charge for the preparation and drafting of a lease agreement unless such charge represents an actual disbursement incurred by the landowner.
- 5) No charge may be levied by the landowner for a lease that is being renewed or extended.

15. Contents of lease agreement

Every lease agreement shall, inter alia, include the following minimum information, and shall substantially comply with sections 4A, 4B and 5(6), (7) and (8) of the Act:

- a) the full name and contact address of the landowner; and
- b) the landowner's contact mobile telephone number (if any); and
- c) the landowner's contact email address (if any); and
- d) the full name and contact address (where that is different from the address of the premises to which the agreement relates) of the tenant; and
- e) the tenant's contact mobile telephone number (if any); and
- f) the tenant's contact email address (if any); and
- g) the address of the premises; and
- h) the date of the lease agreement; and
- i) the date of commencement of the lease (where that is different from the date of the lease agreement); and
- j) the landowner's address for service (*domicilium citandi et executandi*); and
- k) the tenant's address for service (*domicilium citandi et executandi*); and
- l) whether the tenant is under the age of 18; and

- m) the amount of any deposit; and
- n) the rent payable; and
- o) the date that rental is due; and
- p) the place or bank account number where the rent is to be paid; and
- q) the manner of payment; and
- r) a list of any movables provided by the landowner; and
- s) if the lease is a fixed-term lease, the date on which the lease will terminate.
- t) Rental Increases
- u) Particulars of next of kin

16. Compliance with the Consumer Protection Act 68 of 2008

A landowner must ensure that the lease agreement complies with the provisions of the consumer Protection Act 68 of 2008 (as amended), in particular section 14 thereof, and take, inter alia, the following factors into account:-

- a) The lease agreement must be written in plain language that is easy to understand;
- b) The lease agreement in the English language must be signed by the parties together with a corresponding version in the official language of the tenant's choice, if any;
- c) Tenants are entitled to cancel the lease agreement by giving 20 business days written notice, but be liable for a reasonable cancellation penalty fee;
- d) Landowners may cancel the agreement should the Tenant commit a material breach of the lease agreement if the Tenant has been given notice to remedy the breach. Should the Tenant fail to remedy the breach, the Landowner may cancel the lease by giving the tenant 20 business days' notice of such cancellation;
- e) Ingoing and outgoing Inspections are to be completed with the tenant present and must be reduced to writing. No inspection fee may be charged by either party;
- f) Notice must be given to the Tenant by the Landowner between 40 and 80 days prior to the expiry of the agreement, in order to determine whether they wish to renew or cancel the agreement;
- g) Lease Agreements may not normally exceed 24 months.

17. Domicilium Citandi et Executandi (address for service)

- 1) For the purposes of these Regulations or the Act, *domicilium citandi et executandi* means an address given by the landowner or tenant as an address at which notices and other documents relating to the tenancy will be accepted by or on behalf of the landowner or tenant, as the case may be.
- 2) Whenever a party is required to give an address for service, the party:
 - a) must give an address of a physical place in South Africa; and
 - b) may, in addition, specify a Post Office box number or email address as one of the party's addresses for service.

18. Variations and renewals of lease agreements

- 1) Every variation of a lease agreement, and every renewal of a lease agreement, shall be in writing and signed by both the landowner and the tenant.
- 2) The landowner shall, before the date on which the variation or renewal of the lease is to take effect, provide the tenant with a copy of the variation or renewal.

19. Other lease agreements

Notwithstanding anything to the contrary in any other legislation, no lease agreement, or variation or renewal of a lease agreement, shall be unenforceable on the grounds that it is not in writing.

20. Change of ownership

- 1) Where the landowner sells or alienates his or her interest in the premises to any other person, the following provisions shall apply:
 - a) the landowner shall give to the tenant written notice of the sale or alienation, including the name, email address, telephone number and contact address of the purchaser so far as those particulars are known to the landowner;

- b) from and after the date on which the tenant receives that notice, or such later date as may be specified in the notice, the tenant shall pay to the purchaser all sums due and payable by way of rent in respect of any period commencing after that date;
 - c) subject to any lawful claim made to the Tribunal before the date of transfer, the landowner's interest in any deposit paid by the tenant shall pass to the purchaser by no later than the date of registration of transfer.
- 2) The legal doctrine of "*huur gaat voor koop*" shall be applicable.
- 3) When a landowner is offering residential premises as available for letting, the landowner shall inform prospective tenants if the premises are on the market for the purposes of sale or other disposition.

21. Assignment, subletting, or parting with possession by tenant

- 1) Subject to the provisions of the lease agreement, the tenant may at any time during the tenancy assign, sublet, or otherwise part with possession of the premises with the prior written consent of the landowner (which consent may not unreasonably be withheld) and in accordance with any reasonable conditions attached to that consent by the landowner.
- 2) A tenant commits an unfair practice if he or she assigns, sublets, or otherwise parts with possession of the premises in contravention of subsection (1).
- 3) On giving consent to any assignment, subletting, or parting with possession of the premises by the tenant, the landowner shall be entitled to recover from the tenant any expenses reasonably incurred by the landowner in respect of the proposed transaction.

22. Effect on sub-lease of termination of head lease

- 1) Except as provided in subsections (2) and (3), where any premises are subject to a lease and sub-leases, each sub-lease shall be deemed to be terminated on the termination of the head lease.
- 2) Where:-
 - a) the landowner has consented to a sub-letting of the premises by the lessee to a sub-tenant; and
 - b) the landowner is giving notice of termination of the lease to the lessee, the landowner may, on the same date, give a copy of the notice to the sub-lessee, in which case the notice shall have the effect of terminating the sub-lease on the same date on which the head lease will terminate.

23. Termination of lease following death of sole tenant

Subject to the provisions of the lease agreement, and unless the representatives of a deceased sole tenant and the landowner agree otherwise, the lease will terminate on the day that the landowner becomes aware of the death of a sole tenant.

24. Termination by notice

- 1) Subject to the provisions of the Rental Housing Act and the Consumer Protection Act, the minimum period of notice required to be given by a landowner or tenant to terminate a tenancy shall be a full calendar month.
- 2) Every notice to terminate a tenancy shall:-
 - a) be in writing; and
 - b) identify the premises to which it relates; and
 - c) specify the date by which the tenant is to vacate the premises; and
 - d) be signed by the party giving the notice, or by that party's agent.

- 3) In a notice to terminate a tenancy, no special form of words shall be required; and no such notice shall be held invalid for any failure to comply strictly with the requirements of this section, and that any non-compliance is not such as to mislead or unjustly affect the interests of the recipient.
- 4) A notice to terminate a tenancy may be given on any day, regardless of the date on which the tenancy commenced or of any date on which any rent is to be paid.
- 5) A party who has given an effective notice to terminate a tenancy:-
 - a) may, at any time before the expiry of the period of notice, revoke the notice with the consent of the other party; but
 - b) may give a further notice to terminate the tenancy only if the prior notice is revoked.
- 6) A refusal by a tenant to acknowledge receipt of a notice to vacate or a notice terminating the tenancy shall not affect the validity of the giving of notice.
- 7) In the event of a tenant refusing to acknowledge receipt of the notice as aforesaid, it shall suffice if the landowner or his agent produces proof of service in the form of an affidavit, photograph or other evidence acceptable to the Tribunal.

25. Termination of lease agreement on non-payment of rent, damage, or other unlawful acts or unfair practices

- 1) Subject to subsection (2), on any application made to it under this section by the landowner, the Tribunal may make an order terminating the lease agreement if the Tribunal is satisfied that:
 - a) the rent was, at the date on which the application was filed, at least 21 days in arrear; or
 - b) an unfair practice has been committed; or

- c) the tenant has caused, or has permitted any other person to cause, or has threatened to cause, substantial damage to the premises; or
 - d) the tenant has committed, or threatened to commit (or has caused or permitted any person to commit or threaten to commit) any other unlawful act, including, but not limited to, assault, intimidation and harassment, against any of the following persons:
 - i. the landowner or any member of the landowner's family;
 - ii. the owner of the premises or any member of the owner's family;
 - iii. any agent of the landowner;
 - iv. any occupier of any building of which the premises constitute a part;
 - v. any neighbour of the premises or of any building of which the premises constitute a part.
- 2) The Tribunal shall not make an order under subsection (1) if it is satisfied that the breach has been remedied (where it is capable of remedy), the landowner has been compensated for any loss arising from the breach, and it is unlikely that the tenant will commit any further breach of a kind to which this section applies.
- 3) The other party has committed a breach of any of the provisions of the lease agreement (including provisions relating to the payment of rent) or of this Act; and
- 4) In the case of a breach capable of remedy:-
- a) Subject to the lease, the applicant gave to the other party a notice specifying the nature of the breach complained of and requiring the other party to remedy the breach within a reasonable period, being not less than 14 days commencing with the day on which the notice was given; and
 - b) the other party failed to remedy the default within the required period; and

- 5) That the breach is of such a nature or of such an extent that it would be inequitable to refuse to make an order terminating the tenancy.

26. Termination where premises are unlawful residential premises

- 1) A tenant of premises that at the start of the tenancy were, and that remain, unlawful residential premises which fails to comply with the norms and standards set out herein below, may terminate the tenancy by giving reasonable notice to the landowner.
- 2) Without limiting subsection (1), a landowner or a tenant may apply to the Tribunal for an order terminating a tenancy on the ground that the premises are unlawful residential premises.
- 3) The Tribunal may make the order if it is satisfied that it would be inequitable to refuse to make an order terminating the tenancy.

27. Tenant remaining in possession after termination of tenancy (holding over)

- 1) Where a tenant remains in occupation of the premises after the tenancy has terminated or has been terminated, all the obligations of the tenant shall continue in force as if the tenancy were still subsisting until such time as the tenant ceases to occupy the premises.
- 2) The landowner shall not be taken to have permitted the tenant to remain in possession, or to have given up the right to proceed under these Regulations or the Act in respect of any breach of the tenant's obligations, merely because the landowner accepts payment of rent in respect of any period after the tenancy has been terminated.

28. Fixed-term tenancy becomes periodic (monthly) unless contrary notice given

- 1) On the expiry of a fixed-term tenancy, the tenancy continues as a periodic tenancy with the same terms as the terms contained in the expired tenancy so far as those terms are

consistent with a periodic tenancy except that at least one month's written notice must be given of the intention by either party to terminate the lease.

- 2) Subsection (1) does not apply if the parties enter into a new lease agreement.

29. Right to renew or extend tenancy

- 1) Subject to the lease agreement, a tenant who wishes to exercise a right of renewal or an extension of the tenancy must exercise that right by giving the landowner written notice, in accordance with this section, of the tenant's intention to exercise the right.
- 2) The tenant must give notice of his/her intention not less than one calendar month before the date on which the lease would otherwise expire.

30. Notices and orders continue to apply to renewed or extended tenancies

- 1) This section applies to a tenancy (the **current tenancy**) that results from the renewal or extension of a previous tenancy (the **previous tenancy**).
- 2) Subject to the provisions of the lease, the rent payable at the commencement of the current tenancy in respect of that tenancy:-
 - a) is the rent that is payable under the previous tenancy immediately before the commencement of the current tenancy; and
 - b) is subject to any lawful notice as prescribed in these Regulations.

31. Goods left on premises on termination of tenancy

- 1) Where, on the termination of the tenancy, the tenant leaves any foodstuffs or other perishable goods on the premises, the landowner may, immediately after taking possession of the premises, dispose of those goods in any way the landowner thinks fit.

- 2) If the tenant leaves any other goods on the premises, the landowner must, immediately after taking possession of the premises, make all reasonable efforts to contact the tenant and to establish a period within which the tenant will collect the goods.
- 3) If the landowner is unable to contact the tenant or to agree on a period with the tenant, or if the tenant fails to collect the goods within the agreed period, the landowner must ensure that the goods are stored securely and apply to the Tribunal for an order permitting the landowner to dispose of them.
- 4) An order under this section may be granted by the Tribunal Members.

32. Reduction or termination of fixed-term tenancy

- 1) On application by a party to a fixed-term tenancy, the Tribunal may make an order reducing the term of the tenancy by a period stated in the order, and making such variations in the terms of the tenancy as are necessary because of the reduction of the term, where it is satisfied that, because of an unforeseen change in the applicant's circumstances, the severe hardship which the applicant would suffer if the term of the tenancy were not reduced would be greater than the hardship which the other party to the tenancy would suffer if the term were reduced.
- 2) Where the Tribunal makes an order under subsection (1), the Tribunal may order that the applicant pay to the other party an amount determined by the Tribunal by way of reasonable compensation for any loss or damage to the other party which would result from the reduction in the term of the tenancy.
- 3) On an application by a tenant who is a party to a fixed-term tenancy, the Tribunal may make an order terminating the tenancy if the Tribunal is satisfied that the tenant has received a notice of a rent increase that:-
 - a) is substantial; and

- b) is of an amount that the tenant could not reasonably foresee when he or she entered into the tenancy agreement; and
- c) has caused, or will cause, serious hardship.

CHAPTER 4 – OTHER LOSSES EMANATING FROM LEASE

33. Mitigation of damage or loss

Where any party to a lease agreement breaches any of the provisions of the agreement or of these Regulations or the Act, the other party shall take all reasonable steps to limit the damage or loss arising from that breach, in accordance with the law relating to mitigation of loss or damage upon breach of contract.

34. Tribunal may declare retaliatory notice of no effect

- 1) Within 21 working days after receipt of a notice terminating the tenancy, the tenant may apply to the Tribunal for an order declaring that the notice is of no effect on the ground that, in giving the notice, the landowner was motivated wholly or partly by the exercise or proposed exercise by the tenant of any right, power, authority, or remedy conferred on the tenant by the lease agreement or by this or any other Act or any complaint by the tenant against the landowner relating to the tenancy.
- 2) If, on any such application, the Tribunal is satisfied that the landowner was so motivated in giving the notice, it shall declare the notice to be of no effect unless the Tribunal is satisfied that the purported exercise by the tenant of any such right, power, authority, or remedy, or the making by the tenant of any such complaint, was or would be vexatious or frivolous to such an extent that the landowner was justified in giving the notice.
- 3) The giving of a notice terminating a tenancy is an unfair practice if the notice is declared under subsection (2) to be of no effect.

35. Mortgagor or other person becoming entitled to possession

- 1) Where a mortgagor or other person becomes entitled (as against the landowner) to possession of the premises, the following provisions shall apply:
 - a) the tenancy shall continue notwithstanding that the mortgagor or other person has become entitled (as against the landowner) to possession of the premises;
 - b) the mortgagor or other person shall be deemed to have acquired the landowner's interest in the premises, and the provisions of these Regulations and the Act, shall apply accordingly;
 - c) the mortgagor or other person shall have the same rights (if any) as the landowner had under the lease agreement or the Act to give notice terminating the lease or to apply to the Tribunal for an order terminating the lease;
 - d) without limiting paragraph (c), but subject to paragraph (e), in the case of a fixed-term tenancy, the mortgagor or other person shall have the same right to give notice terminating the tenancy as the landowner would have had if the tenancy had been a periodic tenancy:
 - i. in the case of a fixed-term tenancy, the tenant has the same right to give notice terminating the tenancy as the tenant would have had if the tenancy had been a periodic tenancy:
 - e) paragraph (d) shall not apply where the mortgagor or other person is bound by the lease or consented in writing to its creation.

36. Total destruction of premises

Where, other than as a result of a breach of the lease agreement (whether for a fixed-term tenancy or a periodic tenancy), the premises are destroyed, or are so seriously damaged as to be uninhabitable, the lease will terminate.

37. Partial destruction of premises

- 1) Where, other than as a result of a breach of the lease agreement, the premises are partially destroyed, or part of the premises is so seriously damaged as to be uninhabitable:-
 - a) either party may apply to the Tribunal for an Order reducing the rent accordingly; and
 - b) either party may apply to the Tribunal for an order terminating the tenancy, and the Tribunal may make such an order if it is satisfied that it would be unreasonable to require the landowner to reinstate the property or (as the case may require) to require the tenant to continue with the tenancy albeit at a reduced rent.

CHAPTER 5 – MEDIATION, TRIBUNAL and APPEALS

38. Mediation, Tribunal and Appeal hearings by audio and/or visual and/or written means

Should the need arise:

- a) Mediations may be held by telephone or videoconference without the parties or the Mediator attending in person;
- b) Tribunal hearings may be held on the affidavits presented, by telephone or videoconference without the Members or the parties attending in person;
- c) Appeal hearings may be held on the affidavits presented, by telephone or videoconference without the Appeal panel or either party attending in person.

39. Transcription

Any party to a hearing of the Members or the Appeal panel may apply to the Registrar, in writing, for the recording of the proceedings. Such party shall be liable for the cost of transcribing the recordings. The transcription must be authenticated by a registered transcriber.

40. Functions of Mediators

- 1) The primary function of a Mediator is to attempt to bring the parties to the dispute to a settlement of the dispute.
- 2) Where a settlement is reached:
 - a) The Mediator must make the settlement agreement an Order of the Tribunal by agreement between the parties;
 - b) The Mediator must provide both parties with a copy of the signed settlement agreement where possible and practical.
 - c) In the event that a mediation is conducted via electronic means:
 - i. The Mediator shall sign a certificate confirming that the settlement reflects the agreement reached between the parties;
 - ii. In the event that a party is available in person, such party shall co-sign the settlement agreement;
 - iii. In the event that neither party is able to sign the agreement immediately, the secretariat shall forward a copy of the agreement to the parties for signature.
 - d) The Mediator must forward the signed settlement agreement and certificate of outcome to the secretariat for filing and storage.
- 3) Where any agreement is made an order by a Mediator, it shall have the effect as an order of the Tribunal, and shall be enforceable accordingly.
- 4) If it appears to the Mediator that it is unlikely that a settlement can be reached within a reasonable time, the Mediator shall issue a certificate of non-resolution and inform the secretariat accordingly. The secretariat shall then refer the matter for determination by the Members;
- 5) The secretariat shall inform the parties of the date, time and venue allocated for the hearing of the matter.

- 6) The secretariat must ensure that a Mediator to whom a complaint is referred is independent of each of the parties.

41. Statements made in mediation subject to privilege

- 1) This section applies to any oral or written statement (including a statement contained in a document) made in the course of, and for the purposes of or in connection with, the mediation by the Mediator and/or any party to a dispute.
- 2) No evidence of any statement to which this section applies shall be admissible in any proceedings before any court or tribunal, or any person acting judicially.
- 3) Nothing in subsection (2) shall apply:
 - a) if the parties to the dispute consent to it; or
 - b) the statement is otherwise admissible in any criminal proceedings in which a person is charged with an offence arising from the making of the statement at the mediation.

42. Notice of hearing by Tribunal

- 1) Save for Urgent Applications, where any complaint is referred for determination by the Members, the secretariat shall give at least 10 days' notice to each party to the dispute of the time, place, and purpose of the hearing.
- 2) The notice of the hearing shall be in writing, and shall include a warning to each party to whom the notice is given that if that party does not attend the hearing, the Tribunal may proceed to determine, dismiss, or adjourn the matter in that party's absence.
- 3) Any party required to attend a hearing in terms of Sub 1 and 2 above shall be entitled to submit documents that they may use at the hearing at least 3 business days prior to

the hearing. Such documents may be submitted by email or the service of a notice to both the Tribunal and any other party.

43. Substituted service

- 1) This section applies if:-
 - a) a notice or other document that is required to be served on a party is not served in accordance with these Regulations or the Act; and
 - b) the Tribunal is satisfied that all reasonable efforts have been made to serve the notice or other document on the party in accordance with this Act.
- 2) The Tribunal may:-
 - a) Direct:-
 - i. that, instead of service in accordance with these Regulations, specified steps be taken that are likely to bring the notice or other document to the attention of the party; and
 - ii. that the notice or other document be treated as served on the party on the happening of a specified event or on the expiry of a specified period; or
 - b) direct that the notice or other document be treated as served on the party on a specified date, if steps have already been taken that have brought, or are likely to bring or to have brought, the notice or other document to the attention of the party; or,
 - c) dispense with the requirement for service and proceed as if the notice or other document had been served on the party in accordance with these Regulations.

44. Non-attendance at hearing after due notice

- 1) Where notice of a hearing has been given to a party and that party does not attend the hearing, the Members may hear and determine, or dismiss or adjourn, the matter in the absence of that party.

- 2) Where subsection (1) applies and neither the complainant nor the respondent attends the hearing, the Members may determine the matter only if they are satisfied that they have before them all the information that they require in order to proceed and make a proper determination and may deal with the complaint as they deem appropriate.

45. Non-attendance at mediation after due notice

- 1) Where notice of a mediation has been given to the parties and the complainant does not attend the mediation, the Mediator may close the file and issue a certificate to this effect.
- 2) Where notice of mediation has been given to the parties and the respondent does not attend the hearing, the Mediator must refer the matter for a hearing and issue a certificate to this effect.
- 3) A complaint shall lapse:
 - a) 3 months after a file has been closed due to non-attendance by the Complainant at mediation; and
 - b) the Complainant has not approached the Tribunal, on good cause, with a request to re-open the file;
- 4) In the event that a Complainant requests the Tribunal to re-instate a matter in terms of subsection 3) above, the secretariat shall have the discretion as to whether or not to re-enrol the matter.

46. Right of audience and right to representation

- 1) At any hearing before the Tribunal, every party shall be entitled to attend and be heard, to present evidence, and to examine, cross-examine, and re-examine witnesses.
- 2) Every party shall be entitled to be represented at a hearing or mediation by a legal representative or any other agent of his/her/its choice: Provided that any representative,

other than a legal practitioner duly registered as such with the Legal Practice Council or an agent registered in terms of the Property Practitioners Act 22 of 2019 and/or the Estate Agency Affairs Board [Property Practitioners Regulatory Authority], shall not be entitled to charge a fee.

- 3) A corporation or an unincorporated body of persons may be represented by a person who is an officer or employee or a member of the corporation or body.
- 4) A person jointly liable with another or others may be represented by a person who is one of the persons jointly liable or, in the case of a partnership, is an employee of those persons.
- 5) A minor, or other person under disability may be represented by his/her legal or natural guardian, and shall be bound by proceedings before the Tribunal as if the minor or the person under disability were a person of full age and capacity.
- 6) Where a representative of a party proposes to act on behalf of that party, the Tribunal shall satisfy itself that the person proposed has the appropriate mandate and sufficient authority to bind the party, failing which such person will not be permitted to participate in the proceedings.
- 7) A legal practitioner duly registered with the Legal Practice Council shall only be required to provide the Tribunal with a Mandate to represent a party before the Tribunal, should, his/her mandate be questioned.
- 8) A person who is empowered by or under this section to control the conduct of the case of another person may do all such things in the proceedings as the person so empowered could do if that person were a party to the proceedings in place of that other person.

47. Proceedings usually open to the public

- 1) Except as provided in subsection (2), the proceedings of the Tribunal shall be open to members of the public subject to the discretion of the Tribunal Members.
- 2) The Tribunal may, on the application of any party to the proceedings or on its own initiative, and after having due regard to the interests of the parties and to the public interest, order that the whole or any part of the hearing shall be held in camera.

48. Further provisions relating to procedure generally

- 1) The Tribunal may:
 - a) remove / strike a matter from the roll (which shall not have the effect of a final determination);
 - b) adjourn a hearing at any time and from time to time and place to place, upon the application of either party to the proceedings or of its own motion, and on such terms as it thinks fit.
- 2) The Members may, on the application of any party to any proceedings before such Members:-
 - a) extend any time limit; or
 - b) if it is satisfied that the other party will not be prejudiced thereby, waive compliance by either party with any other procedural requirement prescribed by or under these Regulations or the Act and relating to the proceedings.
- 3) The Members may extend any such time limit notwithstanding that the application for the extension is not made until after the expiration of the time appointed or fixed.

- 4) The hearing of a matter or any part of it may be conducted by telephone, audio-visual link, or other remote access facility if the secretariat and/or Members conducting the hearing considers it appropriate and the necessary facilities are available.
- 5) Except as expressly provided in these Regulations or the Act, the Tribunal may regulate its own procedure in such manner as it thinks fit, save that under no circumstances may the composition of a panel differ if a matter becomes part heard and has to reconvene on another day.
- 6) Should the chairperson and the deputy chairperson be unavailable for any particular hearing/s, the remaining Members shall appoint a chairperson from amongst them for the purposes of chairing the hearing and such person shall have all the powers normally assigned to the Chairperson for the duration of the hearing.
- 7) Subject to the provisions of the Act and of any regulations made under the Act, the Members who are sitting in any particular case may give all such directions and do all such things as are necessary or desirable for the expeditious and just hearing and determination of the case.
- 8) The Tribunal may not postpone a matter *sine die*.
- 9) All proceedings before the Members as well as the Appeal panel shall be recorded.

49. Pre-hearing Conference

The parties to a hearing may conduct a pre-hearing conference in an endeavour to resolve or curtail proceedings.

In instances where a matter has been resolved at such conference the parties shall prepare a Settlement Agreement that will be made an order of the Tribunal.

Where parties agree to curtail proceedings, they shall submit a minute of issues in dispute and issues that are common cause between the parties.

50. Evidence

- 1) The Members, at a hearing, shall administer an oath or affirmation prior to the leading of any evidence.
- 2) Where a witness is required to make such a statement under subsection (1), a Tribunal member or an officer of the Tribunal shall put to the witness the questions as stipulated in the Justices of the Peace and Commissioner of Oaths Act, 1963 (as amended) or words of similar effect, to which the witness shall indicate assent.
- 3) The Tribunal may permit a party or witness to give evidence by tendering, or tendering and reading, a written statement and, if the Tribunal so requires, stating it to be the truth.
- 4) The Tribunal may call for and receive as evidence any statement, recording, document, information, matter, or thing that in its opinion may assist it to deal effectually with the matters before it.
- 5) The Tribunal may in any proceedings make use of any facts that may be judicially noticed.
- 6) The Tribunal shall have power to refuse to accept any evidence or submission that is irrelevant or repetitious.

51. Summons (Subpoena)

- 1) For the purposes of a hearing before the Members, the Members may *mero motu*, and may on the application of any party to the proceedings, authorize the issue of a

summons (subpoena) requiring the person named in the summons (subpoena) to attend before the Tribunal and to give evidence, or to produce any document or thing in that person's possession or under that person's control, relevant to the proceedings.

- 2) The power to issue a summons (subpoena) under subsection (1) shall be exercised by the secretariat.
- 3) A summons (subpoena) shall be served at least 5 days before the date on which the attendance of the witness is required, unless in special circumstances, *inter alia*, urgent matters, the Members directs otherwise.
- 4) A summons (subpoena) may be set aside by the Tribunal if the Tribunal considers that the summons (subpoena) relates to documents in respect of which any person may have a claim of privilege, or that the summons (subpoena) is oppressive, whether because it is too wide or too uncertain or because of lack of time for the person served with the summons (subpoena) to have a reasonable opportunity to comply with it, or for any other reason.
- 5) A summons (subpoena) must substantially comply with the form attached herewith as **Schedule 5-Summons (Subpoena)**
- 6) Every s summons (subpoena) shall include a statement informing the person summoned of the right to apply to the Tribunal under subsection (4) to have the summons (subpoena) set aside on the ground that it relates to privileged documents or that compliance with it would be oppressive to that person.

52. Witness expenses

The Tribunal may not order that a witness attending a hearing of the Tribunal shall be entitled to a sum for that witness's travelling allowances, travelling expenses, or any other fee.

53. Tribunal may refer matter back to mediator

- 1) Where, during any proceedings before it, the Members are satisfied that the parties may be brought to an agreed settlement in respect of any matter in issue with the assistance of independent mediation, the Tribunal may refer the matter in dispute back to mediation;
- 2) Notwithstanding sub-section 1), the mediator may not necessarily be the same person who conducted the initial mediation and referred the matter for hearing.

54. Costs

- 1) The Members may only make an order for costs in any of the following cases:
 - a) where, in the opinion of the Members, the proceedings are frivolous or vexatious or ought not to have been brought;
 - b) where any of the parties was legally represented;
 - c) where, in the opinion of the Members, the matter in dispute ought reasonably to have been settled before the Mediator but that the party against whom the order is to be made refused, without reasonable excuse, to take part in proceedings before the Mediator or acted in any such proceedings in a contemptuous or improper manner;
 - d) where any complainant to the Tribunal, after receiving notice of the hearing, fails to attend the hearing without good cause.
- 2) In any case to which subsection 1) applies, the costs order shall be on the Magistrates Court party and party scale and shall be subject to taxation by a Magistrates Court Taxing Master.

55. Rulings

- 1) The Members shall give their final decision in any proceedings, together with its reasons for the decision, in writing.
- 2) The Tribunal shall provide both parties to the proceedings with a copy of its decision and its reasons for the decision, and with written notice of the rights of appeal (if any) against its decision, including any time limits on those rights.

56. Contempt at Tribunal Hearing

- 1) Every person who:-
 - a) wilfully insults, or obstructs a Tribunal member or any witness or any officer of the Tribunal in the exercise of his/her duties; or
 - b) wilfully insults, or obstructs any party to any proceedings; or
 - c) wilfully interrupts, or otherwise misbehaves at any hearing or proceeding; or
 - d) wilfully and without lawful excuse disobeys any order or direction of the Tribunal in the course of any hearing of any proceedings.may be requested to leave the Tribunal offices by the person acting as the chairperson of the Tribunal for that hearing.
- 2) Notwithstanding anything contained herein, where any party to the proceedings is removed under this section the proceedings may be continued in the absence of that party.

57. Contempt at Mediation

- 1) Every person who:-
 - a) wilfully insults a mediator or any witness or any officer of the Tribunal in the exercise of his/her duties; or
 - b) wilfully insults, or obstructs any party to any proceedings; or

- c) wilfully interrupts, or otherwise misbehaves at the mediation; or
- d) wilfully and without lawful excuse disobeys any request or direction of the Mediator in the course of any mediation.

may be requested to leave the Tribunal offices by the mediator.

- 2) Notwithstanding anything contained herein, where any party to the proceedings is removed under this section the proceedings must be referred to the Members for a formal hearing.

58. Power of Tribunal

- 1) The Tribunal has, subject to the Act, the power to determine any dispute that:-
 - a) exists between a landowner and a tenant or between a landowner and the surety of a tenant; and
 - b) relates to any tenancy to which these Regulations or the Act applies or to which these Regulations or the Act applied at any material time.
 - c) The power to determine whether or not there is a landowner and tenant relationship
- 2) Without limiting the generality of subsection (1), the Tribunal shall have the power to do the following:
 - a) To determine whether a complaint constitutes an Unfair Practice
 - b) to determine whether any premises are or are not, or were or were not at any material time, residential premises;
 - c) to determine whether any premises are or are not, or were or were not at any material time, unlawful residential premises as defined. Nothing contained herein should be construed as if the Tribunal does not have jurisdiction over unlawful residential premises provided that they are used as such;
 - d) to determine whether any premises are or are not, or were or were not at any material time, suitable for human habitation;

- e) to determine whether there is or is not, or was or was not at any material time, a lease agreement in respect of any residential premises, and to determine the terms of and the parties to any such agreement;
- f) to determine whether there is or is not, or was or was not at any material time a landowner and tenant relationship between the parties where accommodation is provided in exchange for services rendered;
- g) to determine whether any rent that is, or that was at any material time, being charged in respect of any tenancy does or does not or did or did not exceed the market rent for that tenancy by a substantial amount, and, where the rent does or did exceed the market rent by a substantial amount, to make such order relating to the rent as it thinks just;
- h) where any rent is, was, or will be required wholly or partly in a form other than money, to determine in monetary terms the value of the rent so required;
- i) to determine whether or not any notice purporting to terminate a lease agreement was lawfully given;
- j) to determine whether any person is or is not entitled to possession of any premises by virtue of:
 - i. any provision of any lease agreement, or
 - ii. by virtue of any breach by any other person of any provision of any such lease agreement, or
 - iii. on the expiry of any such lease agreement,and to make an order for the reinstatement to the premises by any person who is entitled to possession;
- k) to order either party to pay to the other any sum found to be owing by that party to the other in respect of arrear rental or any other claim emanating from the lease agreement or occupation of the premises;
- l) to make an appropriate order against any surety;
- m) to order any party to remedy any breach and on such terms as may be just and equitable;

- n) to order either party refrain from doing anything in contravention of these Regulations or the Act or the lease agreement;
 - o) to make an order declaring a house rule of a multi-tenanted house unlawful, or requiring a landowner to apply a house rule in a particular manner, or to vary a house rule, or to set aside a house rule;
 - p) to order the landowner to refrain from entering the room or premises of a tenant;
 - q) to make orders concerning goods left on the premises on the termination of a tenancy, including the perfection of a hypothec;
 - r) to order the landowner or the tenant to pay to the other party such sum by way of damages or compensation as the Members shall assess in respect of the breach of any express or implied provision of the lease agreement;
 - s) to consider and determine any complaint by any party to a lease agreement that any person has committed an unfair practice as contained in the Act, and, where it finds such a complaint to be proved, to order the payment of such sum and interest (if applicable) or any other appropriate remedy;
 - t) to approve the assignment by the tenant of his/her/its rights under any lease agreement, or the subletting by the tenant under any such lease agreement of the whole or any part of the premises, where the Tribunal finds that the landowner has withheld consent unreasonably and the assignment or subletting is not absolutely prohibited by the lease agreement;
 - u) to record in any order requiring a party to pay money to any other party that the parties have agreed to enforce the payment of the amount specified in that order in terms of the processes of the Magistrates Court;
 - v) to make orders of a consequential or ancillary nature necessary to exercise or perfect the exercise of any of its powers.
- 3) The Tribunal shall have the power to make an order for the restoration of the leased premises to the condition in which it was let, fair wear and tear excepted;

- 4) The Tribunal does not have jurisdiction to require any party to pay any sum, or to do any work to a value, or otherwise to incur any expenditure, in excess of the jurisdiction of the Magistrates Court as specified from time to time unless the parties consent to the jurisdiction of the Tribunal in such matters;
- 5) Notwithstanding subsection 4), a party shall be entitled to abandon so much of a claim as exceeds the jurisdiction of the Magistrates Court in order to bring the claim within the jurisdiction of the Tribunal.
- 6) To determine any matter that the Tribunal, in its discretion, deems apposite in the circumstances.

59. Orders of Tribunal

- 1) Without limiting the generality of this section or the nature or extent of orders that the Members may, in the exercise of their powers, make the following orders:
 - a) an order in the nature of a declaration regarding the rights or obligations of any party, or otherwise;
 - b) an order that a party deliver any specific property to any other party;
 - c) an order that a party pay money to any other party;
 - d) an order for specific performance;
 - e) an order varying or setting aside any agreement (either wholly or in part) that it considers prejudicial, induced by fraud, misrepresentation or mistake;
 - f) an order dismissing a complaint.
- 2) Where the Tribunal makes an order for specific performance against a party, it:-
 - a) shall, where the order is not made by consent; and
 - b) may, where the order is made by consent:-at the same time make an order under subsection (1)(c) to be complied with as an alternative to compliance with the order for specific performance.

- 3) An order for specific performance may include a provision authorizing the party in whose favour the order is made:-
- a) to undertake any work covered by the order if:-
 - i. the order is not complied with by the other party; and
 - ii. the other party has not complied with the alternative money order provided for by subsection (2) (if any); and
 - b) to charge the cost of undertaking the work to the other party.
- 4) Where any Order is made:
- a) in favour of the landowner, the cost incurred by the landowner in undertaking any work in accordance with the provision is treated as damages and enforced accordingly; or
 - b) in favour of the tenant, the tenant may set off the cost incurred in undertaking any work in accordance with the provision against rent payable by the tenant.
- 5) The inclusion in an order for specific performance of any provision under subsection 4) does not limit any other rights or remedies of the party in whose favour the order is made.
- 6) The Tribunal may record in an order made under subsection (1)(c) that the parties have agreed to enforce the payment of the amount specified in that order by way of a garnishee / emoluments attachment order if:-
- a) the order was made at a hearing at which both parties were present; and
 - b) the party ordered to pay the money consented to the payment of the money being enforced by way of a garnishee order; and
 - c) both parties agreed on the terms and details of the garnishee or emoluments attachment order;

- d) If subsection c) applies, the garnishee or emoluments attachment order must include the following details:
 - i. the employer to whom the attachment order will relate; and
 - ii. whether deductions are to be made monthly, or by reference to some other period (the earnings period); and
 - iii. the amount or percentage to be deducted from salary or wages for the earnings period; and
 - iv. the amount or percentage below which the net amount paid for the earnings period must not fall; and
 - v. the name and address of the person to whom the amounts deducted are to be paid; and
 - vi. that the garnishee or emoluments attachment order is to remain in force until the amount specified in the order has been paid in full.
 - e) This garnishee or emoluments attachment order shall have the same effect as any other order of the Tribunal and shall be enforced in terms of the Rules of the Magistrates Court.
 - f) For the purposes of this section, a hearing includes mediation.
- 7) Any order made by the Tribunal may be unconditional or subject to such conditions (whether as to the time for, or mode of, compliance, or otherwise) as the Members or Mediator deems appropriate.

60. Orders of Tribunal relating to unlawful residential premises

- 1) This section applies in any matter where the Tribunal, on application by a party or otherwise on the evidence before the Tribunal in respect of any claim within its jurisdiction, determines or declares that the premises are, or were at any material time, unlawful residential premises.

- 2) For the purposes of this Act, **unlawful residential premises** means residential premises that are used for occupation for a person as a place of residence but:-
- a) that cannot lawfully be occupied for residential purposes by that person (whether generally or whether for the particular residential purposes for which that person is granted occupation); and
 - b) where the landowner's failure to comply with the landowner's obligations has caused the occupation by that person to be unlawful or has contributed to that unlawful occupation;
 - c) where the premises are unsuitable for human habitation.
 - d) Where premises have been hijacked
- 3) Despite anything to the contrary elsewhere in this Act:-
- a) unless the Tribunal is satisfied that, having regard to the special circumstances of the matter, including the nature of the premises, it would be unjust not to make the order, the Tribunal may order the tenant not to pay to the landowner:-
 - i. any sum found to be owing by way of rent in arrear; or
 - ii. any other sum by way of damages or compensation.
 - b) Direct the tenant to refer the complaint to the SAPS or other law enforcement agencies

61. Orders of Tribunal to be final

Subject to the appeal and review provisions contained herein, every order made by the Tribunal shall, unless it is an interim order, be final and binding on all parties to the proceedings.

62. Exclusion of Tribunal's jurisdiction prohibited

A provision in any lease agreement or in any other agreement entered into by the parties to exclude or limit:-

- a) the jurisdiction of the Tribunal; or
- b) the right of any person to invoke that jurisdiction; or

- c) applicable to any legislation.
- shall be of no effect.

63. Exclusion of other jurisdictions

- 1) Notwithstanding any other enactment or rule of law to the contrary no court or other body shall have originating jurisdiction in respect of any matter that is within the jurisdiction of the Tribunal, unless proceedings in respect of that matter commenced before that court or other body before the lodging of the complaint before the Tribunal;
- 2) Notwithstanding any other enactment or rule of law to the contrary the Tribunal shall not have originating jurisdiction in respect of any matter that is within the jurisdiction of another court or body, unless proceedings in respect of that matter commenced before the Tribunal before the lodging of the complaint before the court or other body;
- 3) In the event that a matter has been adjudicated upon before another court or body, the Tribunal shall not have jurisdiction to determine the same matter as same has already been adjudicated by another competent court and may not be further pursued by the same parties.
- 4) Nothing in this section shall be construed as excluding the jurisdiction of the Tribunal if a complaint is lodged under a new cause of action.

64. Manner in which jurisdiction is to be exercised

- 1) Subject to the provisions of this Act and of any regulations made under this Act, the Tribunal shall exercise its jurisdiction in a manner that is most likely to ensure the fair and expeditious resolution of disputes between landowners and tenants of residential premises to which these Regulations and the Act applies.

- 2) The Tribunal shall determine each dispute according to the general principles of the law relating to the matter and the substantial merits and justice of the case, but shall not be bound to give effect to strict legal rights or obligations or to legal forms or technicalities as Tribunal proceedings are quasi-judicial in nature.

CHAPTER 6 – APPLICATIONS, APPEALS and REVIEW

65. Urgent Applications

- 1) The Tribunal may, if satisfied that a matter is urgent, make an order dispensing with the normal processes provided for and may dispose of the matter at such time and place and in accordance with such procedure (which shall as far as practicable be in terms of these rules) as the Tribunal deems appropriate.
- 2) An application brought as a matter of urgency must be supported by an affidavit which sets out explicitly the circumstances which the applicant avers render the matter urgent.
- 3) If the nature of a complaint is such that it can be opposed, the complaint should be heard as an opposed complaint but sooner than a normal complaint.
- 4) If the complaint is of such a nature that it will not be opposed or if the matter must be heard *ex parte* it must be set down in the procedure prescribed for *ex parte* matters.
- 5) Deviation from the time periods prescribed by these Regulations must be strictly commensurate with the urgency of the matter as set out in the complaint.

66. Joinder

- 1) The Mediator or Members may join any number of persons as parties in proceedings if their right to relief depends on substantially the same question of law or fact.
- 2) A Mediator or Members may make an order joining any person as a party in the

proceedings if the party to be joined has a substantial interest in the subject matter of the proceedings.

- 3) A Mediator or Members may make an order in terms of sub-regulation (2) -
 - a) of its own accord;
 - b) on application by a party in writing; or
 - c) if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a party.
- 4) When making an order in terms of sub-regulation (2), presiding Members may-
 - a) give appropriate directions as to the further procedure in the proceedings; and
 - b) make an order of costs in accordance with these Regulations.
- 5) If in any proceedings it becomes necessary to substitute a person for an existing party, any party to the proceedings may apply to the presiding Members for an order substituting that party for an existing party, and presiding Members may make such order or give appropriate directions as to the further procedure in the proceedings.
- 6) An application to join any person as a party to proceedings or to be substituted for an existing party must be accompanied by copies of all documents previously delivered, unless the person concerned or that person's representative is already in possession of the documents.
- 7) Subject to any order made in terms of sub-regulation (5) and (6), a joinder or substitution in terms of this regulation does not affect any steps already taken in the proceedings.

67. Condonation for document delivered late

- 1) This regulation applies to any document delivered outside of the applicable time

period prescribed in these Regulations.

- 2) A party must apply for condonation when delivering the document to the Tribunal.
- 3) An application for condonation may be made prior to a hearing or viva voce at the hearing of the matter and must set out the grounds for seeking condonation and must include details of the following:
 - a) the degree of lateness
 - b) reasons for the lateness;
 - c) the referring parties' prospects of succeeding with the referral and obtaining the relief sought against the other party;
 - d) any prejudice to the other party; and
 - e) any other relevant factors.
- 4) The Secretariat may assist a referring party to comply with this regulation.

68. Rescission and Variation of Rulings

- 1) The Tribunal, on its own accord, and at the request of one of its Members or on application by any affected person, may rescind or vary a Ruling in the instances contained in Section 12(A) of the 2014 Amendment Act.
- 2) Such application shall be brought within 14 business days of the Ruling being received by the affected party and shall be filed, either electronically or in person, with the Registrar and served on the other party.
- 3) For the purposes of this section, it is presumed (unless proven to the contrary) that the affected party obtained knowledge of the Ruling on the day it was dispatched to them.

- 4) Such application shall be on affidavit and substantially in the form as set out in **Schedule 6-Rescission Affidavit** attached hereto.
- 5) In the case of a rescission, such affidavit shall set out the reasons for the affected party's absence or default and the grounds of such party's defence.
- 6) The matter may be set down before the Members who constitute the same Committee on any particular day.
- 7) If the Respondent intends opposing the application, the Respondent may file their answering affidavit within 10 working days of receipt of the application.

69. Enforcement of orders

- 1) Every order made by the Tribunal shall be deemed to be an order of the Magistrates Court, and, subject to this section, may be enforced accordingly, *inter alia*, by the application for a warrant.
- 2) Where any such order is filed in the Magistrates Court, the Magistrates Court Act 32 of 1944 (as amended), applies *mutatis mutandis* as if the reference to the Tribunal were a reference to a Magistrates Court and a reference to the Members were a reference to a Magistrate.
- 3) Where a party in whose favour an order has been made considers that the order has not been complied with by the other party, the party in whose favour the order was made must:
 - a) approach the secretariat for a certificate of non-compliance; and thereafter;
 - b) together with the certificate of non-compliance, apply to the Magistrates Court for the issue of a warrant.

- 4) Save where orders are made for the payment of a specific sum of money, the aggrieved party may lodge a complaint with the South African Police Services as envisaged in section 16 of the Act.

70. Interdicts, Interim Orders and Spoliation

- 1) The Members may issue Interim and Final Interdicts in respect of, *inter alia*, the following matters:
 - a) Lock-outs and Constructive lock-outs;
 - b) Termination of utilities;
 - c) Attachment and removal of property;
 - d) Any other Unfair Practice.
- 2) The Members may make an order interdicting a person from committing an unlawful act on the ground that the person has committed or threatened to commit such an act and, the Members may, if satisfied that it is just and equitable to do so, make an order restraining the person from committing a further act of the same kind.
- 3) The Tribunal may make an order under subsection (1) on its own initiative or on the application of the party seeking such order.
- 4) The Interdict must specify the terms of the order granted.
- 5) Any person commits an offence who, being subject to an order under this section, intentionally contravenes the order and may be sentenced as envisaged in terms of section 16 of the Act.
- 6) In respect of any matter in which the Tribunal has jurisdiction to make a final determination, the Tribunal may, on application by any party whether made *ex parte* or

otherwise, make any interim order of a mandatory or prohibitory nature designed to preserve the position of the parties pending the final determination of the matter.

- 7) No application in which relief is claimed against another party shall be considered *ex parte* unless the Tribunal is satisfied that –
- a) the giving of notice to the party against whom the order is claimed would defeat the purpose of the application; or
 - b) the degree of urgency is so great that it justifies dispensing with notice.
- 8) Any order made against a party on an *ex parte* basis shall be of an interim nature and shall call upon the party against whom it is made to appear before the Tribunal on a specified return date to show cause why the order should not be confirmed.
- 9) The interim order must be served on the respondent as prescribed in section 9 of these Regulations, provided that service may not take place by post. Proof of service of the interim order must be furnished to the Tribunal.
- 10) Any person against whom an order is granted *ex parte* may anticipate the return day upon delivery of not less than forty eight hours notice.
- 11) A copy of any order made *ex parte* and of the affidavit, if any, on which it was made shall be served forthwith on the respondent thereto.
- 12) Upon good cause being shown against any such order the Tribunal may order the applicant or respondent or the deponent to any such affidavit to attend a hearing for examination or cross-examination.

- 13) Any order made *ex parte* may be discharged or varied by the Members on good cause shown by any person affected thereby and on such terms as to costs as may be just.
- 14) The affidavit shall comply substantially with the pro-forma affidavit attached hereto marked **Schedule 7-Ex parte interdicts, etc.**

71. Unlawful attachment of goods

- 1) The landowner shall not be entitled to seize or dispose of any of the tenant's goods without a valid Court Order or Tribunal Order:-
- a) as security for or in payment of any amount owing by way of rent; or
 - b) for any other reason arising from the tenancy.
- 2) Seizing or disposing of any goods in contravention of subsection (1) is an unfair practice.

72. Appeals

- 1) Any party to a Tribunal hearing who is dissatisfied with any decision of the Members may appeal to the Appeal Panel against that decision.
- 2) An appeal may only lie in respect of decisions contained in **Schedule 8-Appealable Matters** hereto.
- 3) A party in whose favour a Ruling has been obtained may not apply for the issue of a certificate of non-compliance for a period of 14 working days after such Order has been granted.
- 4) All enforcement proceedings will be suspended pending the outcome of an appeal, if any.
- 5) No appeal shall lie against an interim order.

- 6) The Appeal Panel has jurisdiction to hear and determine an appeal under this section as set out in the Act.
- 7) An appeal under this section shall be brought by the filing of a notice of appeal with the Registrar and a copy thereof shall be served on the other party, either personally or by email.
- 8) The notice of appeal shall substantially comply with **Schedule 9-Notice of Appeal** attached hereto.
- 9) Every such notice of appeal shall be filed within 14 business days after the date of the decision to which the appeal relates.
- 10) As soon as practicable after a notice of appeal has been filed under this section, the Registrar shall cause a copy of the notice to be lodged under the relevant file.
- 11) The Registrar shall allocate the time, date and venue for the hearing of the appeal, which shall be no later than 20 business days after the filing of the notice of appeal, and shall notify the parties accordingly.
- 12) The appeal shall be finalized within 30 business days of its lodgement as stipulated in section 17(A)(6) of the 2014 amended Act.
- 13) The filing of a notice of appeal under this section shall operate as a stay of proceedings, unless the Tribunal, on application, determines otherwise.
- 14) All hearings of the Tribunal Appeal Adjudicator/s shall be electronically recorded.

- 15) In the event of an appeal being lodged, a transcript of such proceedings shall be made available to the Appeal Panel.

73. Powers of Appeal Panel

- 1) On the hearing of an appeal, the Appeal Panel may:-
 - a) quash the order of the Tribunal and remit the matter to the Members on such terms as the Appeal Panel thinks fit; or
 - b) quash the order, in whole or in part, and substitute it with any other order or orders that the Appeal Panel deems appropriate in the circumstances; or
 - c) dismiss the appeal.
- 2) In ordering a rehearing under subsection (1)(a), the Appeal Panel may give to the Tribunal such directions as the Appeal Panel thinks fit as to the conduct of the rehearing.
- 3) The procedure at an appeal under this section shall be such as the Appeal Panel may determine.
- 4) In the event of a deadlock between the adjudicators hearing the appeal, the chairperson of the Appeal Panel shall have a casting vote.
- 5) Prior to any appeal hearing, the members of the Appeal Panel shall choose a chairperson from amongst themselves.
- 6) The Appeal Panel shall hand down their determination no later than 10 working days after the conclusion of the appeal.

74. Review to High Court

- 1) Any party may review the decision of the Members or the Appeal Panel in the High Court.

- 2) Every review under this section shall be dealt with in accordance with the relevant Uniform Rule of Court.
- 3) No party may institute review proceedings in the High Court before he/she has exercised his/her right of appeal.

75. Application to attach property in security of rent (Landowners Hypothec)

- 1) A landowner may not attach any property belonging to the tenant or any third party, save as contained hereunder.
- 2) Upon an affidavit by or on behalf of the landowner of any premises situate within the borders of the relevant Province:
 - a) that an amount of rent not exceeding the jurisdiction of the Magistrates Court, and, by extension, the Tribunal is due and in arrear in regard to the said premises; and
 - b) that the said rent has been demanded in writing for the space of seven days and upwards, or, if not so demanded, that the deponent believes that the tenant is about to remove the movable property upon the said premises, in order to avoid the payment of such rent; and
 - c) upon suitable security (in the form of a security bond or suitable guarantee in favour of the Tenant) being given to the satisfaction of the Members of the Tribunal (if so ordered) to pay all damages, costs and charges which the tenant of such premises, or any other person, may sustain or incur by reason of the attachment hereinafter mentioned, if the said attachment be thereafter set aside;

The Tribunal may, upon application, issue an order to the Sheriff requiring him to attach so much of the movable property upon the premises in question and subject to the landowner's hypothec for rent as may be sufficient to satisfy the amount of such rent, together with the costs of such application.

- 3) Any person affected by such order may apply to have it set aside.
- 4) A Respondent whose property has been so attached may by notice in writing to the Registrar of the Tribunal admit that such property is subject to the landowner's hypothec for an amount to be specified in such notice and may consent that such property be sold in satisfaction of such amount and costs; and such notice shall have the same effect as a consent to judgment for the amount specified.
- 5) The application referred to in this section may be brought *ex parte* as provided in these Regulations.

CHAPTER 7 – LANDOWNERS and TENANT RELATIONS

76. Rights and obligations of Tenants

- 1) The tenant shall, in addition to what is contained in section 4A of the Act (as amended) and subject to the lease:
 - a) pay the rent as and when it is due and payable under the lease agreement; and
 - b) ensure that the premises are occupied principally for residential purposes; and
 - c) keep the premises reasonably clean and reasonably tidy; and
 - d) notify the landowner, as soon as possible after discovery, of any damage to the premises, or of the need for any repairs; and
 - e) on the termination of the tenancy:-
 - i. vacate the premises; and
 - ii. remove all his or her goods from the premises; and
 - iii. leave the premises in a reasonably clean and reasonably tidy condition, and remove or arrange for the removal from the premises of all rubbish; and
 - iv. return to the landowner all keys, and security or pass cards or other such devices, provided by the landowner for the use of the tenant; and
 - v. leave in or at the premises all other items provided by the landowner for the use of the tenant; and

- vi. leave the premises in the condition in which it was found, fair wear and tear excepted.
- 2) The tenant shall not:-
- a) intentionally damage, or permit any other person to damage, the premises; or
 - b) cause or permit any interference with, or render inoperative, any means of escape from fire; or
 - c) use the premises, or permit the premises to be used, for any unlawful purpose; or
 - d) cause or permit any interference with the reasonable peace, comfort, or privacy of the landowner or any of the other tenants in the use of the premises occupied by those other tenants, or with the reasonable peace, comfort, or privacy of any other person residing in the neighbourhood.
- 3) Where the lease agreement specifies a maximum number of persons that may ordinarily reside in the premises during the tenancy, the tenant shall ensure that no more than that number ordinarily reside in the premises at any time during the tenancy.
- 4) The tenant shall be responsible for anything done or omitted to be done by any person present at the premises at the invitation of the tenant.
- 5) Where any person intentionally or negligently damages the premises while the tenant is in the premises, it shall be presumed that the tenant permitted that person to be in the premises.

77. Rights and obligations of Landowner

The landowner shall in addition to what is contained in section 4B of the Act (as amended) and subject to the lease:

- 1) provide the premises in a reasonable state of cleanliness; and

- 2) provide and maintain the premises in a reasonable state of repair having regard to the age and character of the premises and the period during which the premises are likely to remain habitable and available for residential purposes; and
- 3) comply with all requirements in respect of buildings, health, and safety under any legislation so far as they apply to the premises; and
- 4) if the premises does not have a reticulated water supply, provide adequate means for the collection and storage of water; and
- 5) compensate the tenant for any reasonable expenses incurred by the tenant in repairing the premises where:-
 - a) the state of disrepair has not been caused as a result of a breach of the lease agreement by the tenant and is likely to cause injury to persons or property or is otherwise serious and urgent; and
 - b) the tenant has given the landowner notice of the state of disrepair or made a reasonable attempt to do so; and
- 6) take all reasonable steps to ensure that none of the landowner's other tenants causes or permits any interference with the reasonable peace, comfort, or privacy of the tenant in the use of the premises.
- 7) not terminate or interfere with the supply of gas, electricity, water, telephone services, or other services to the premises, except where the interference is necessary to avoid danger to any person or to enable maintenance or repairs to be carried out.
- 8) There is no obligation on the landowner to repair any damage, or compensate the tenant for repairing any damage caused by the tenant.

- 9) A contravention of this section or a failure by the landowner to comply with its provisions is an unfair practice.

78. Deposit to be not more than 2 months' rent

- 1) Unless otherwise agreed to between the parties, a landowner shall not require payment of a rental deposit greater than 2 months' rent, in addition to a reasonable deposit for utilities, keys, remote controls and the like.
- 2) In the event that the deposit held is equivalent to 1 month's rent, the landowner may require the existing deposit to be "topped up" by an amount equal to the amount by which the rent payable has been increased i.e. 1 month.
- 3) In the event that the deposit held is equivalent to 2 month's rent, the landowner may require the existing deposit to be "topped up" by an amount equal to the amount by which the rent payable has been increased i.e. 2 months.
- 4) In the event that the deposit or a portion thereof has been paid to the landowner, an implied lease will be deemed to have come into existence.

79. Rent increases

- 1) The rent payable in respect of any tenancy may be increased by the landowner provided all of the following are complied with:
 - a) the landowner shall give the tenant notice in writing of the increase; and
 - b) the day upon which the increased rent shall become payable shall be not less than 2 calendar months after the date on which that notice is given; and
 - c) that notice shall specify the amount of the increased rent and the day upon which the increased rent shall become payable; and

- d) in the case of a tenancy which is not subject to annual rent adjustment, the rent shall not be increased within 12 months, and thereafter, on an annual basis, after the date of the commencement of the tenancy;
- e) where the Tribunal has made an order which is still in force, the rent shall not be increased to an amount in excess of the amount specified in the order.

80. Expiry of temporary rent reduction

If the parties to a lease agree that, during a specified period or until the occurrence of a specified event, the tenant is entitled to pay a lower rent:-

- 1) the agreement is a variation, but not a novation, of the lease agreement; and
- 2) on the expiry of the period or the occurrence of the event, the rent payable before the variation is reinstated; and
- 3) that reinstatement does not constitute a rent increase.

81. Excessive rent and penalties

- 1) Having regard to section 13(5) of the Act, the Tribunal may, on being satisfied where it is just and equitable, that the rent payable or to become payable is excessive, make an order reducing the rent to an amount to be specified in the order.
- 2) An order made under this section shall take effect on and from a date to be specified in the order, which may be the date of the order or any earlier or later date, but being no earlier than the date of the application for the order and no later than 30 days after the date of the order.
- 3) Every order made by the Tribunal under this section shall continue in force for such period as the Tribunal may specify in the order.

- 4) The landowner shall not, in respect of any period during which the order is in force, require the payment of any sum by way of rent in excess of the amount specified by the Tribunal in the order and any amount paid in contravention of this section is an unfair practice.
- 5) Where the Tribunal is satisfied that the landowner has received any amount by way of rent that, by virtue of this section, was not lawfully payable, it shall order that the whole of that amount be refunded by the landowner to the tenant, except to the extent (if any) that the Tribunal considers, having regard to the special circumstances of the case, would be unjust to require such a refund in full.
- 6) Where the Tribunal makes an order under this section for the refund of any amount to the tenant, the tenant shall be entitled, in addition to any other remedy that the tenant may have, to deduct the whole or any part of the amount to be refunded from any sum that may become payable by the tenant to the landowner.

82. Receipts

- 1) Subject to subsection (4), every person who receives any monies in respect of rent, deposit or for any other charge payable under or in respect of any lease agreement shall give or cause to be given to the person paying the monies a written receipt bearing:-
 - a) the address of the premises, or an appropriate code or reference to identify the premises to which the payment relates; and
 - b) the amount and nature of the payment; and
 - c) the date of the payment; and
 - d) the name (if known) of the person who made the payment.
- 2) The receipt shall be given to the person paying the rent forthwith.

- 3) Where payment is made directly into a nominated bank account or transferred by electronic means into such account, the deposit slip or proof of payment shall constitute the receipt.
- 4) On the written request of the tenant, the landowner shall also give to the tenant a written statement of the period to which any payment of rent relates.
- 5) Nothing in subsection (1) shall apply to any monies paid by electronic means;
- 6) Failure to give a receipt or written statement in accordance with this section is an unfair practice.
- 7) The deposit shall, where applicable, be placed into an interest bearing account as provided for in terms of the Act (as amended).
- 8) Entrance and Exit Inspections must be conducted as set out in the Act (as amended)

83. Penalties

- 1) Save as provided in the Consumer Protection Act, any provision in a lease agreement to the effect that, on breach by the tenant of any term of the agreement or of any of the provisions of these Regulations or the Act or of any other legislation, the tenant shall be liable to pay:-
 - a) the whole or any part of the rent remaining payable under the agreement; or
 - b) rent of an increased amount; or
 - c) a sum specified in the agreement by way of damages or penalty,;-
shall be of no effect.
- 2) This section does not preclude a provision in a lease agreement requiring one party to reimburse the other party for any legal costs actually incurred.

- 3) The landowner shall not be permitted to levy a penalty in respect of rental and other payments not made timeously but is entitled to levy interest on such late payments, provided that the interest levied shall not exceed *tempore more* interest as prescribed from time to time.

84. Warranty against Eviction

The landowner shall take all reasonable steps to ensure that, at the commencement of the lease, there is no legal impediment to the occupation of the premises for residential purposes.

85. Vacant possession

The tenant shall have vacant possession of the premises on the date on which, in accordance with the lease agreement, the tenant is entitled to enter into occupation of the premises.

86. Beneficial occupation

- 1) The tenant shall be entitled to have beneficial occupation of the premises without interruption by the landowner or any person claiming by, through, or under the landowner or having superior title to that of the landowner;
- 2) The landowner shall not cause or permit any interference with the reasonable peace, comfort, or privacy of the tenant in the use of the premises by the tenant;
- 3) Contravention of subsection (2) in circumstances that amount to harassment or intimidation of the tenant is an unfair practice.

87. Renovations, Alterations or Additions

- 1) The tenant shall not affix any fixture to the premises, or make any renovation, alteration, or addition of or to the premises, except:

- a) in accordance with the lease agreement; or
 - b) with the prior written consent of the landowner.
- 2) The landowner shall not withhold that consent unreasonably.
- 3) Subject to the lease or the parties having agreed otherwise, the tenant may, at any time before the expiry of the lease, remove any fixture that the tenant has affixed to the premises during the term of the lease, unless the removal would cause irreparable damage to the premises.
- 4) Any fixtures affixed by the tenant to the premises but not removed by the tenant on the expiry of the lease becomes the property of the landowner.
- 5) Despite subsection (4), the tenant may remove any fixtures on or after the expiry of the lease if the tenant does so in accordance with an agreement or arrangement reached with the landowner.
- 6) If, on removing any fixture, the tenant causes any damage to the premises, the tenant must inform the landowner immediately and, at the landowner's option, either repair the damage or compensate the landowner for any reasonable expenses incurred by the landowner in repairing the damage.

88. Landowner's right of entry

The landowner shall only enter the premises:

- 1) with the consent of the tenant; or
- 2) in any case of emergency; or
- 3) for the purpose of inspecting the premises, or carrying out maintenance, at any time between 08h00 and 18h00 (or as otherwise agreed to between the parties) on a day

specified in a notice given to the tenant not less than 48 hours nor more than 14 days before the intended entry, and not more frequently than once in any period of 4 weeks; or

- 4) for the purpose of determining whether or not the tenant has, within the period allowed by the landowner, completed satisfactorily any work required by the landowner to be done by the tenant to remedy any breach by the tenant of any of the provisions of the lease agreement or these Regulations or the Act; or
- 5) for the purpose of providing services agreed to under the lease agreement, but only if the entry complies with any conditions specified in the lease agreement; or
- 6) pursuant to an order of the Tribunal; or
- 7) the landowner has reasonable cause to believe that the tenant has abandoned the premises.
- 8) With the prior consent of the tenant (which consent shall not unreasonably be withheld) the landowner may enter the premises at any reasonable time for the purpose of showing the premises:-
 - a) to prospective tenants; or
 - b) to prospective purchasers; or
 - c) to a registered valuer engaged in the preparation of a report on the premises; or
 - d) to a real estate agent engaged in appraising, evaluating, or selling or otherwise disposing of the premises; or
 - e) to an expert engaged in appraising or evaluating the premises; or
 - f) to a person who is authorised to inspect the premises under any legislation.
- 9) The following are each hereby declared to be an unfair practice:

- a) entry upon the premises by the landowner other than as permitted by these Regulations or the Act;
- b) failure by the tenant, without reasonable excuse, to allow the landowner to enter upon the premises in any circumstances in which the landowner is entitled to enter under this section;

10) Notwithstanding anything contained in this section, the landowner shall not use force or the threat of force to enter or attempt to enter the premises while the tenant, or any other person with the permission of the tenant, is in the premises.

89. Tenants liability

- 1) Notwithstanding that a tenant is not liable for general wear and tear, a tenant is not excused from liability or obligation if, and to the extent that:-
 - a) the destruction or damage was intentionally or negligently done or caused by the tenant or by a person for whose actions the tenant is responsible; or
 - b) the destruction or damage was the result of an act or omission by the tenant or by a person for whose actions the tenant is responsible.
- 2) A tenant's liability may, if the lease agreement so provides or the tenant and landowner so agree, and subject to the terms of any insurance cover, be satisfied by the tenant carrying out works to make good the destruction or damage.

90. Limitation of tenant's liability

It is an unfair practice for a landowner:-

- 1) to demand, request, or accept from the tenant:-
 - a) payment of an amount related to destruction of, or damage to, the premises that exceeds the tenant's liability; or
 - b) the carrying out of any works to make good destruction of, or damage to, the premises the value of which exceeds the tenant's liability.

- 2) to propose to, or enter into with, the tenant an agreement under which the tenant is obligated:-
 - a) to pay an amount related to destruction of, or damage to, the premises that exceeds the tenant's liability; or
 - b) to carry out any works to make good the destruction or damage if the value of the works exceeds the tenant's liability.

CHAPTER 8 – NORMS and STANDARDS IN RESPECT OF PREMISES DESIGNATED FOR RESIDENTIAL RENTAL PURPOSES

91. Norms and standards-designated residential rental purposes.

These norms and standards shall, save where otherwise expressly stated or indicated in context, be the responsibility of both the landowner and the tenant

1) Safety, Health, Hygiene, Basic living conditions and access to Basic services

All premises designated for residential rental purposes shall:

- a) be maintained and operated by the owner or the duly authorised agent who shall ensure the structural integrity of the premises, including ensuring that building materials do not constitute a health and/or fire hazard;
- b) comply with all relevant Municipal by-laws;
- c) comply with relevant fire regulations;
- d) ensure that the premises are free from leaks and suitably waterproofed;
- e) be suitably zoned;
- f) have suitable drainage, stormwater drainage and guttering, downpipes and drains and be fully compliant with appropriate building legislation;
- g) comply with appropriate legislation in respect of electrical supplies and installations;
- h) provide hot and cold potable water;

- i) have suitable lighting and ventilation, including windows and doors in working condition;
- j) not have any unnecessary gaps or holes in walls, ceilings, windows, floors and doors that cause noticeable draughts;
- k) have suitable and functional ablution and cooking facilities;
- l) provide adequate and appropriate refuse facilities;
- m) be suitably protected in respect of pest and rodent control.

2) Common areas

The common areas in a multi-tenanted dwelling shall be maintained as follows:

- a) All lifts/elevators/stairs/handrails must be suitably maintained in a state of good repair;
- b) Cleaned regularly and all refuse removed at least once a week;
- c) Roof, exterior cladding and exterior structures must be clean and maintained regularly
- d) All debris must be removed and the lawn (if any) must be suitably maintained.

3) Size and Overcrowding

- a) Every unit shall be suitable in size for the number of occupants and tenants shall ensure strict compliance with the number of occupants as stipulated in the lease agreement.
- b) No room in a dwelling, other than the room specifically designated for that purpose, may be used as a bedroom or bathroom or kitchen and suchlike (as the case may be).
- c) Each group of plumbing fixtures (toilet, washbasin, bathtub or shower) shall not serve more than six persons.
- d) The following is deemed to constitute overcrowding:
 - i. A bedroom that houses more than 2 adults and 1 minor child;
 - ii. A bedroom that houses more than 3 minor children;

- iii. Non-compliance with the overcrowding conditions as stipulated in the lease

4. Affordability

- a) The rental charged should be commensurate with the following factors, which list is not intended to be exhaustive:

- i. Price;
- ii. Location;
- iii. Proximity to amenities;
- iv. Security;
- v. Layout;
- vi. Finishes;
- vii. Age of property;
- viii. Governance of a body corporate;
- ix. The area where the dwelling is situated;
- x. Other properties in the area which are of a similar size and condition;
- xi. The number of bedrooms and bathrooms

- b) It is incumbent on a landowner to satisfy himself/herself/itself to ensure that tenant is able to afford the rental as part of a due diligence exercise, prior to letting a dwelling to a prospective tenant. This due diligence exercise should consider:

- i. The tenants credit history and reference;
- ii. The tenant's willingness and ability to make timely rental payments every month;
- iii. The tenant's willingness and ability to abide by the provisions in any lease or rental agreement you have him or her sign;
- iv. The reasonable expectation that the tenant is not planning to engage in illegal activities on your property

5. Discrimination

Any act of discrimination against any person in respect of the granting, continuation, extension, variation, termination, or renewal of a lease agreement is an unfair practice. Such acts of discrimination includes, but is not limited to, the following:

- i. Race, place of origin or ethnic origin;
- ii. Religion (including religious beliefs or practices);
- iii. Sex (including gender identity and pregnancy), age, sexual orientation or marital status;
- iv. Family status; or
- v. Disability;
- vi. Citizenship (including refugee status)

LIST OF SCHEDULES

- Schedule 1: Complaint Lodgment Form-Tenant Affidavit**
- Schedule 2: Complaint Lodgment Form-Landowner Affidavit**
- Schedule 3: Mandate/Power of Attorney**
- Schedule 4: Pro-forma Lease Agreement**
- Schedule 5: Summons (Subpoena)**
- Schedule 6: Appealable Matters**
- Schedule 7: Notice of Appeal**
- Schedule 8: Rescission Affidavit**
- Schedule 9: Ex Parte Interdicts**
- Schedule 10A: Notice of Motion**
- Schedule 10B: Joinder Application Affidavit**

**SCHEDULE 1: COMPLAINT LODGMENT FORM-TENANT AFFIDAVIT
TENANT COMPLAINT LODGMENT FORM**

FOR OFFICIAL USE			
NAME OF CASE MANAGER		CONTACT NUMBER	
CASE MANAGER EMAIL ADDRESS			
DATE		REFERENCE N°	

A. CHECKLIST

To ensure that your case receives speedy attention please include the annexures and documents which are applicable to your complaint. Tick the relevant box/eses to confirm that you have submitted the documents.

Failure to Refund Deposit		Unlawful Notice to Vacate	
Identity Document		Identity Document	
Lease Agreement		Lease Agreement	
Proof of Payment of Rental		Notice Communication	
Proof of Payment of Deposit		Letters/Email/Communication to and from Landowner	
List of Deductions from Deposit			
Ingoing Inspection Form		Exorbitant Increase in Rental	
Outgoing Inspection Form		Identity Document	
Invoices		Lease Agreement	
Notice Communication		Letters/Email/Communication to and from Landowner	
Letters/Email/Communication to and from Landowner			
		Failure to Pay Municipal Service	
Failure to Provide Municipal Services		Identity Document	
Identity Document		Lease Agreement	
Lease Agreement		Letter of Demand	
Affidavit		Arrear Statement/Municipal Account	
Failure to Pay Rental		Unlawful Seizure of Possessions	
Identity Document		Identity Document	
Lease Agreement		Lease Agreement	
Letter of Demand		Affidavit	
Arrear Statement		List of items attached/seized	
Illegal Eviction/Lockout		Failure to Reduce Lease to Writing	
Identity Document		Identity Document	
Lease Agreement		Letters/Email/Communication to and from Landowner	
Affidavit			
Letters/Email/Communication to and from Landowner			

		Failure to Provide Copy of Lease	
Failure to Furnish Receipts for Payment		Identity Document	
Identity Document		Letters/Email/Communication to and from Landowner	
Lease Agreement			
Letters/Email/Communication to and from Landowner		Failure to Maintain	
		Identity Document	
Claim for Remission of Rental		Lease Agreement	
Identity Document		List of defects	
Lease Agreement		Quotations/Invoices	
Letters/Email/Communication to and from Landowner		Letters/Email/Communication to and from Landowner	
Quotations/Invoices			
		Unilateral Changes to Agreement	
		Identity Document	
Unlawful Entry		Lease Agreement	
Identity Document		Letters/Email/Communication to and from Landowner	
Lease Agreement			
Affidavit		Failure to Provide Copy of Lease	
		Identity Document	
Intimidation, Harassment & Nuisance		Letters/Email/Communication to and from Landowner	
Identity Document			
Lease Agreement		Other	
Evidence of intimidation, harassment or nuisance			

B. CHECKLIST – GENERAL

Please answer the following questions:

	N/A	YES	NO
Have you travelled to a high risk country in the last 14 days			
Have you had contact with anyone with confirmed COVID-19 in the last 14 days			
Do you have symptoms such as: Fever; Cough; or Difficulty Breathing			
Have you completed the full particulars for the Respondent			
Have you completed the contact details information (telephone, cell, email, address)			
Does the Respondent reside overseas			
If YES please provide full contact details			
Are you lodging the complaint on behalf of someone else			
If yes, please complete Section E , and attach a mandate from your Principal			

C. PARTICULARS OF COMPLAINANT (TENANT)

I/We, the undersigned,

--

Identity Number OR Passport Number OR Registration Number,

--

Do hereby make oath and state:

1. I am/we are an adult	Male	Female	Other	RSA Citizen	Non RSA Citizen	On Behalf of Entity
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And presently reside at OR conduct business at:

Please tick the appropriate box/es (*COMPULSORY INFORMATION REQUIRED)

TEL. N° (HOME)		*CELL N°	
TEL. N° (WORK)		ALTERNATE N°	
EMAIL ADDRESS			
PHYSICAL ADDRESS	UNIT N°, STREET N° & NAME		
AREA/SUBURB			
POSTAL ADDRESS		CODE	
*ADDRESS OF PROPERTY IN DISPUTE		CODE	
TYPE	SOCIAL HOUSING		PRIVATE
DESCRIPTION OF PROPERTY	HOUSE	FLAT	ROOM
	GARAGE	OUTHOUSE	HOSTEL
	WENDY HOUSE	OTHER (SPECIFY):	
SIZE OF PROPERTY	ROOM	COMMUNAL	1 BED 2 BED 3 BED 4 BED
PREFERRED METHOD OF COMMUNICATION	TELEPHONE	EMAIL	OTHER (SPECIFY)
DATE OF OCCUPATION			
DATE OF DEPARTURE (if applicable)			
DATE OF ENTRANCE INSPECTION (if any)			
DATE OF EXIT INSPECTION (if any)			
DATE WHEN DEPOSIT PAID (if any)			
AMOUNT OF DEPOSIT (if any)			

2. The fact herein contained are, save where otherwise indicated, within my own personal knowledge and belief and is both true and correct.

3. I am/we are employed as(occupation), at

(name and
 address of employer)

D. PARTICULARS OF RESPONDENT (LANDOWNER)

Please tick the appropriate box/es (*COMPULSORY INFORMATION REQUIRED)

RSA CITIZEN	NON RSA	OTHER	MALE	FEMALE	ENTITY	OWNER	MANAGING AGENT
----------------	---------	-------	------	--------	--------	-------	-------------------

*RESPONDENT NAME (1)		SURNAME	
RESPONDENT NAME (2)		SURNAME	
ID N° (1)			
ID N° (2)			
TEL. N° (HOME)		*CELL N°	
TEL. N° (WORK)		ALTERNATE N°	
EMAIL ADDRESS			
PHYSICAL ADDRESS	UNIT N°, STREET N° & NAME		
AREA/SUBURB			
POSTAL ADDRESS		CODE	

E. PARTICULARS OF TENANT REPRESENTATIVE (IF APPLICABLE)

Please tick the appropriate box/es (*COMPULSORY INFORMATION REQUIRED)

AGENT	ATTORNEY	CARETAKER	OTHER
-------	----------	-----------	-------

NAME		SURNAME	
COMPANY NAME			
TEL. N° (OFFICE)		*CELL N°	
EMAIL ADDRESS			
PHYSICAL ADDRESS	UNIT N°, STREET N° & NAME		
AREA/SUBURB			
POSTAL ADDRESS		CODE	

4. This matter is pending before another ☐ Yes ☐ No forum
 Namely;

Magistrates Court	Small Claims	High Court	Other
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	Court		
--	-------	--	--

If yes, date when matter was lodged.....

Nature of complaint.....

5. The matter has been decided in another ☐ Yes ☐ No forum
Namely;

Magistrates Court	Small Claims Court	High Court	Other
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If yes, provide date and copy/details of the outcome.....

.....

6. I,

	Yes	No
a. Reside at the premises in question		
b. Used to reside at the premises in question but vacated same on the [date];		
c. Was asked to vacate the premises on the(date) because.....		
d. Gave notice to vacate on (date)		
e. Did not take occupation of the premises		

7. I reside ☐ Yes ☐ No alone

If yes, please provide details of the occupants:

NAME	AGE	GENDER

8. These persons are my

Family	Roommates	Sub-tenants	Other:
--------	-----------	-------------	--------

9. These persons are dependent on me for their subsistence ☐ Yes ☐ No

10. I make this affidavit in support of a complaint of

Please tick the relevant box/es

Unlawful eviction / lock out which took place on the(date)	<input type="checkbox"/>	I was furnished with a court order authorising the eviction	<input type="checkbox"/>
I was not furnished with a court order authorising the eviction	<input type="checkbox"/>	Unlawful termination of electricity/water which took place on the(date)	<input type="checkbox"/>
Unfair notice to vacate which took place on the(date)	<input type="checkbox"/>	Unfair service charges	<input type="checkbox"/>
Unfair rent increase	<input type="checkbox"/>	Unfair termination of lease	<input type="checkbox"/>
Unfair attachment of goods which took place on the (date)	<input type="checkbox"/>	Non refund of deposit in the amount of R.....	<input type="checkbox"/>
Failure to maintain the property in that.....please specify	<input type="checkbox"/>	Has the Landowner offered you alternate accommodation <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
		<i>(Note: there is no obligation on a private Landowner to furnish a tenant with alternate accommodation)</i>	

11. Please provide details of the dispute. In the event of a dispute not listed above, please provide full details

12. I seek the following relief

13. My monthly rental is the sum of R.....

Including Utilities	Excluding Utilities
------------------------	------------------------

14. I am in arrears with rent and utilities
If Yes, the arrears is the sum of R.....

Yes	No
-----	----

15. I am able to pay the arrears

Yes	No
-----	----

The payment terms are:

Number of months	
Amount per month	R

16. I undertake to provide a copy of my salary remittance slip and any other information that may be requested from me at the mediation or at the hearing of this matter

17. I undertake to provide a true schedule of my monthly income and expenses, as well as assets and liabilities, should I be required to do so at the mediation or at the hearing of this matter.

18. I am willing to vacate the

Yes	No
-----	----

 premises

19. I undertake to provide all information that may be requested from me at the Mediation or at the Hearing of this matter.

20. Any other relevant information

21. I require an

Yes	No
-----	----

 interpreter
Which official language

English	Afrikaans	Zulu	Xhosa	Venda	Southern Sotho
Northern Sotho	Tswana	Tsonga	Swati	Ndebele	Sign language

The Rental Housing Tribunal provides interpreters only in South African official languages at the hearing upon request free of charge. If you require assistance in another language, it is your duty to arrange an official accredited interpreter in such language at your own cost. The assistance of an interpreter is subject to approval by the Tribunal.

DEPONENT

THUS SIGNED AND SWORN TO before me at on this the day of 20..... by the Deponent having acknowledged that he/she knows and understands the contents of this affidavit, that he/she has no objection to taking the oath and considers the oath to be binding on his/her conscience, the regulations contained in Government Gazette Notice No R1258 of 21 July 1972, as amended, and Government Gazette Notice No R1648 of 19 August 1977, as amended, having been complied with.

COMMISSIONER OF OATHS

SCHEDULE 2: COMPLAINT LODGMENT FORM-LANDOWNER AFFIDAVIT LANDOWNER COMPLAINT LODGMENT FORM

FOR OFFICIAL USE			
NAME OF CASE MANAGER		CONTACT NUMBER	
CASE MANAGER EMAIL ADDRESS			
DATE		REFERENCE N°	

A. CHECKLIST

To ensure that your case receives speedy attention please include the annexures and documents which are applicable to your complaint. Tick the relevant box/es to confirm that you have submitted the documents.

Damage to Property	Overcrowding
Identity Document	Identity Document
Lease Agreement	Lease Agreement
List of damages	Other relevant evidence
Quotations/Invoices	
Letters/Email/Communication to and from tenant	
Failure to comply with House Rules	Breach of Lease
Identity Document	Identity Document
Lease Agreement	Lease Agreement
Other relevant evidence	Other relevant evidence
Refusal to Accept Notice to Vacate	Nuisance
Identity Document	Identity Document
Lease Agreement	Lease Agreement
Letters/Email/Communication to and from tenant	Other relevant evidence
Letters/Email/Communication to and from tenant	
Failure to Pay Rental	Failure to Pay Municipal Services
Identity Document	Identity Document
Lease Agreement	Lease Agreement
Letter of Demand	Letter of Demand
	Arrear Statement/Municipal Account
Arrear Statement	Letters/Email/Communication to and from tenant
Letters/Email/Communication to and from tenant	
Attachment of Property-Regulation 55	Refusal to Sign Lease Agreement
Identity Document	Identity Document
Lease Agreement	Lease Agreement
	Letters/Email/Communication to and from tenant
Schedule of Payments	
Other relevant evidence	

Subletting		Failure to Maintain	
Identity Document		Identity Document	
Lease Agreement		Lease Agreement	
Other relevant evidence		List of defects	
		Quotations/Invoices	
Unlawful Entry		Letters/Email/Communication to and from tenant	
Identity Document			
Lease Agreement		Unilateral Changes to Lease Agreement	
Affidavit		Identity Document	
		Lease Agreement	
Other		Letters/Email/Communication to and from Landowner	
Identity Document			
Lease Agreement		Holding Over	
		Identity Document	
		Lease Agreement	
Intimidation, Harassment & Nuisance		Letters/Email/Communication to and from tenant	
Identity Document		Arrear Statement	
Lease Agreement		Notice of Termination of Lease	
Evidence of intimidation, harassment or nuisance			

B. CHECKLIST – GENERAL

Please answer the following questions:

	N/A	YES	NO
Have you travelled to a high risk country in the last 14 days			
Have you had contact with anyone with confirmed COVID-19 in the last 14 days			
Do you have symptoms such as: Fever; Cough; or Difficulty Breathing			
Have you completed the full particulars for the Respondent			
Have you completed the contact details information (telephone, cell, email, address)			
Does the Respondent reside in another country			
If YES please provide full contact details			
Are you lodging the complaint on behalf of someone else			
If yes, please complete Section E , and attach a mandate/power of attorney from your Principal			
Please provide copy of Title Deed or other Proof of Ownership			

C. PARTICULARS OF COMPLAINANT (LANDOWNER)

I/We, the undersigned,

--

Identity Number OR Passport Number OR Registration Number,

--

Do hereby make oath and state:

22. I am/we are an adult	Male	Female	Other	RSA Citizen	Non RSA Citizen	On behalf of Entity
--------------------------------	------	--------	-------	----------------	-----------------------	------------------------------

And presently reside at OR conduct business at:

Please tick the appropriate box/es (*COMPULSORY INFORMATION REQUIRED)

TEL. N° (HOME)		*CELL N°	
TEL. N° (WORK)		ALTERNATE N°	
EMAIL ADDRESS			
*PHYSICAL ADDRESS	UNIT N°, STREET N° & NAME		
AREA/SUBURB			
POSTAL ADDRESS		CODE	
*ADDRESS OF PROPERTY IN DISPUTE		CODE	
TYPE	SOCIAL HOUSING		PRIVATE
DESCRIPTION OF PROPERTY	HOUSE		FLAT
	GARAGE		OUTHOUSE
	WENDY HOUSE		OTHER (SPECIFY):
SIZE OF PROPERTY	ROOM	COMMUNAL	1 BED 2 BED 3 BED 4 BED
PREFERRED METHOD OF COMMUNICATION	TELEPHONE		EMAIL OTHER (SPECIFY)
DATE OF OCCUPATION			
DATE OF DEPARTURE (if applicable)			
DATE OF ENTRANCE INSPECTION (if any)			
DATE OF EXIT INSPECTION (if any)			
DATE WHEN DEPOSIT PAID (if any)			

AMOUNT OF DEPOSIT (if any)	
AMOUNT OF CURRENT MONTHLY RENTAL	
DATE WHEN RENTAL IS DUE	
DATE WHEN UTILITIES ARE DUE (if applicable)	
DETAILS AND AMOUNTS OF OTHER CHARGES	
AMOUNT OF ARREARS (if any)	

23. The facts herein contained are, save where otherwise indicated, within my own personal knowledge and belief and are both true and correct.

D. PARTICULARS OF RESPONDENT (TENANT/S)

Please tick the appropriate box/es (*COMPULSORY INFORMATION REQUIRED)

RSA CITIZEN	NON RSA	MALE	FEMALE	ENTITY
-------------	---------	------	--------	--------

*RESPONDENT NAME (1)		SURNAME	
RESPONDENT NAME (2)		SURNAME	
ID N° (1)			
ID N° (2)			
TEL. N° (HOME)		*CELL N°	
TEL. N° (WORK)		ALTERNATE N°	
EMAIL ADDRESS			
PHYSICAL ADDRESS	UNIT N°, STREET N° & NAME		
AREA/SUBURB			
POSTAL ADDRESS		CODE	

E. PARTICULARS OF LANDOWNER REPRESENTATIVE (IF APPLICABLE)

Please tick the appropriate box/es (*COMPULSORY INFORMATION REQUIRED)

AGENT	ATTORNEY	CARETAKER	OTHER
-------	----------	-----------	-------

NAME		SURNAME	
COMPANY NAME		REG N°	
TEL. N° (OFFICE)		*CELL N°	
EMAIL ADDRESS			
PHYSICAL ADDRESS	UNIT N°, STREET N° & NAME		
AREA/SUBURB			
POSTAL ADDRESS		CODE	

24. This matter is pending before another ☐ Yes ☐ No forum
Namely;

Magistrates Court	Small Claims Court	High Court	Other
-------------------	--------------------	------------	-------

If yes, date when matter was lodged.....

Nature of complaint.....

25. The matter has been decided in another ☐ Yes ☐ No forum
Namely;

Magistrates Court	Small Claims Court	High Court	Other
-------------------	--------------------	------------	-------

If yes, provide date and copy/details of the outcome.....
.....
.....

26. The Respondent/s,

	Yes	No
f. Reside at the premises in question		
g. Used to reside at the premises in question but vacated same on the [date];		
h. Was asked to vacate the premises on the(date) because.....		
i. Did not take occupation of the premises		

27. The Respondent resides ☐ Yes ☐ No alone
If no, please provide details of the occupants:

NAME	AGE	GENDER

--	--	--

28. These persons are the Respondents

Family	Roommates	Sub-tenants	Other:	Unknown
--------	-----------	-------------	--------	---------

29. I make this affidavit in support of a complaint of

Please tick the relevant box/es

Damage to Property		Overcrowding	
Breach of Lease		Failure to comply with House Rules	
Nuisance		Refusal to Accept Notice to Vacate	
Failure to Pay Rental		Failure to Pay Municipal Services	
Refusal to Sign Lease Agreement		Attachment of Property-Regulation 55	
Failure to Maintain		Subletting	
Unlawful Entry		Unilateral Changes to Lease Agreement	
Other:			

30. Please provide details of the dispute. In the event of a dispute not listed above, please provide full details

31. I seek the following relief

32. I undertake to provide all information that may be requested from me at the Mediation or at the Hearing of this matter.

33. Any other relevant information

34. I require an ☐ Yes ☐ No interpreter

Which official language

English	Afrikaans	Zulu	Xhosa	Venda	Southern Sotho
Northern Sotho	Tswana	Tsonga	Swati	Ndebele	Sign language

The Rental Housing Tribunal provides interpreters only in South African official languages at the hearing upon request free of charge. If you require assistance in another language, it is your duty to arrange an official accredited interpreter in such language at your own cost. The assistance of an interpreter is subject to approval by the tribunal.

DEPONENT

THUS SIGNED AND SWORN TO before me at on this the day of 20..... by the Deponent having acknowledged that he/she knows and understands the contents of this affidavit, that he/she has no objection to taking the oath and considers the oath to be binding on his/her conscience, the regulations contained in Government Gazette Notice No R1258 of 21 July 1972, as amended, and Government Gazette Notice No R1648 of 19 August 1977, as amended, having been complied with.

COMMISSIONER OF OATHS

SCHEDULE 3: MANDATE/POWER OF ATTORNEY

CASE NO:

MANDATE AND POWER OF ATTORNEY

ENTERED INTO BETWEEN

THE TENANTS/LANDOWNER OFOF

.....
(HEREINAFTER CALLED "THE TENANTS/LANDOWNER")

AND

.....
[HEREINAFTER CALLED THE AGENT]

1. The Tenants/Landowner are the Tenants/Landowner of the building situated at
.....
.....
.....
[the Building]

2. The Tenants/Landowner have/has
appointed..... and/or
..... to act as their/its agent with regard to a complaint lodged
/ to be lodged at the Rental Housing Tribunal in respect of complaint/s of:

- a)
- b)
- c)
- d)
- e)

3. The Tenants/Landowner hereby authorize the Agent/s to take such proceedings, whether by action, attachment or otherwise as may be necessary for the institution and/or defence of any legal action in the Rental Housing Tribunal pertaining to their tenancy at the Building.
4. The Tenants/Landowner agree that the Agent/s may submit in their name and on their behalf all documentation pertaining to the matter with the Rental Housing Tribunal and to sign in their name and on their behalf all necessary documentation pertaining to the complaint, including any settlement agreements.
5. The Tenants/Landowner hereby ratify and agree to ratify whatsoever shall be done by their/its Agent/s, its employees, heirs, executors, administrators or assigns by virtue of this agreement.
6. The Tenants/Landowner hereby agree that this Mandate shall form an integral part of the proceedings before the Rental Housing Tribunal.
7. Copies of the Identity Document/ Passport of each tenant/Landowner and the Agent signing this mandate form is attached herewith.

SIGNED AT THIS DAY OF 20.....

Witness Signature	1)	Name & Signature of Tenant/Landowner	
	2)	Unit Number	
Name & Signature of Tenant/Landowner		Name & Signature of Tenant/Landowner	
Unit Number		Unit Number	
Name & Signature of Tenant/Landowner		Name & Signature of Tenant/Landowner	
Unit Number		Unit Number	

Name & Signature of Tenant/Landowner		Name & Signature of Tenant/Landowner	
Unit Number		Unit Number	
Name & Signature of Tenant/Landowner		Name & Signature of Tenant/Landowner	
Unit Number		Unit Number	

Name of Agent	
Signature of Agent	
Who, by his/her signature hereto, warrants that he/she accepts the appointment as Agent	
Witness	1)
Witness	2)

ADD ADDITIONAL SIGNATURE PAGES IF NECESSARY

Schedule 4: Pro-forma Lease Agreement

1. Parties

The parties to this lease are:

1.1. Lessor detail

Full Name	
Current Address	
Cell number	
Email Address	

and

1.2. Lessee detail:

Full Name	
Current Address	
Cell number	
Email Address	

2. Interpretation

2.1. In this lease, except in a context indicating that some other meaning is intended,

- 2.1.1. **“Building”** means the building known assituated on the Property, and includes, where the context so allows, all permanent improvements on the Property;
- 2.1.2. **“Day”** means any day of the week, excluding Sundays and public holidays;
- 2.1.3. **“Lease Period”** means the period for which this lease continues, including any period for which it is renewed;
- 2.1.4. **“Month”** means a calendar month, and more specifically:
 - in reference to a number of months from a specific date, a calendar month starting on that date or the same date of any following month; and
 - in any other context, a month of the calendar, that is, one of the 12 months of the calendar,
 - and **“Monthly”** has the corresponding meaning.
- 2.1.5. **“Premises”** means flat number in the Building;
- 2.1.6. **“Property”** means

.....

-
;
- 2.1.7. **"Rates"** means the assessment rates payable on the Property and includes any other charges the Lessor has to pay to the local authority (such as, refuse removal charges or sanitary fees), but not charges for water, electricity or gas;
- 2.1.8. **"Year"** means a period of 12 consecutive Months starting on the date on which this lease comes into operation or any anniversary of that date;
- 2.1.9. references to notices, statements and other communications by or from the Lessor include notices by or from the Lessor's agent;
- 2.1.10. expressions in the singular include the plural, and the other way round;
- 2.1.11. words and phrases indicating natural persons refer also to juristic persons, and the other way round; and
- 2.1.12. pronouns of any gender include the corresponding pronouns of the other gender.

2.2. Clause headings appear in this lease for purposes of reference only and must not influence the proper interpretation of the subject matter.

3. Lease agreement

The Lessor lets and the Lessee leases the Premises on the terms of this lease.

4. Duration

4.1. This lease will start on and will continue for years from that date.

Alternatively:

This lease will start on and will continue from Month to Month. Either party may terminate the Lease on one Month's written notice to the other. This notice may not be given before

5. Rent

5.1. The rent will be:

- 5.1.1. R..... for each Month of the first Year of the Lease Period;
- 5.1.2. R..... for each Month of the second Year; (and so on).

Alternative clause 5.1:

5.1. The rent will be:

- 5.1.1. R..... for each Month of the first year of the Lease Period; and
- 5.1.2. The rental will escalate at the rate of% per annum.

5.2. The Lessee must pay the rent Monthly in advance on or before the day of every Month.

5.3. Should the rent be paid in cash, the lessee shall be liable for the bank charges, if any.

5.4. In the event of payment directly into the nominated bank account, such payment shall be made into the following banking account:

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Account Name.....
Account Number.....
Branch Code.....
Reference.....

6. Additional charges

- 6.1. Lessee must reimburse the Lessor for the cost of electricity (save where electricity is prepaid), water and gas consumed on the Premises, Monthly in arrear within days after receiving an account from the Lessor showing the amounts outstanding. These costs will be determined at the prevailing municipal tariff of charges according to readings of separate sub-meters or, if there are no such sub-meters the Lessee will be liable for% of the total cost of all electricity, water and gas consumed on the Property.
- 6.2. Whenever the Rates are increased during the Lease Period, the Lessor may increase the Rent proportionately, by giving the Lessee written notice. The new Rent will be calculated on a Monthly basis according to the total rental the Lessor can receive for all the flats in the Building. Every such increase in the rent will take effect on the first day of the Month after the Lessee received notice or the date on which the relevant increase in the Rates takes effect, whichever is the latest.
- 6.3. For the purposes of clause 6.2 any flat in the Building which is not being let will be deemed to be let in exchange for the rent that the Lessor was last entitled to receive from the Lessee. If it was never let, the rental will be a fair market rent determined in good faith by a reputable estate agent appointed by the Lessor.

7. Payments

- 7.1. The Lessee must pay all outstanding amounts to at or to such other person, at such other place, as the Lessor has indicated to the Lessee in writing.
- 7.2. The Lessee may not withhold, defer, or make any deduction from any payment due to the Lessor, even if the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.
- 7.3. The rent and all other amounts owed by the Lessee under this lease will be inclusive/exclusive of value-added tax (VAT) if applicable.
- 7.4. The Lessee is liable for interest on all overdue amounts outstanding from this lease at a rate of% above the rate per annum of Bank, calculated from the due dates of such amounts until they are respectively paid.

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8. Deposit

- 8.1. On the same date that the Lessee enters into the lease, the lessee must pay the Lessor a deposit of R..... The Lessor can set off this amount against any amount owed to it in terms of this Agreement.
- 8.2. If the Lessor sets off the deposit against money the Lessee owes, the Lessee must pay in the amount to make up the difference outstanding in terms of the deposit.
- 8.3. As soon as the Lessee has fulfilled all its obligations in terms of the lease or after the lease has come to an end, the Lessor must refund the amount of the deposit not applied in 8.1 and 8.2 above, together with the interest.

9. Assignment and subletting

- 9.1. The Lessee may not, except with the prior written consent of the Lessor:
- 9.1.1. cede or assign (give away) all or any of its rights and obligations of the under this agreement;
- 9.1.2. sublet the Premises in whole or part; or
- 9.1.3. give up possession of the Premises to any third party.
- 9.2. The Lessor must, however, not unreasonably withhold its consent to a subletting of the whole of the Premises.

10. Sundry duties of the lessee

The Lessee must:

- 10.1. keep the Premises clean, tidy, and livable;
- 10.2. not use the Premises or allow them to be used, in whole or part, for any purpose other than that of a private dwelling;
- 10.3. take all reasonable measures to protect the Premises and all its parts (including all fixtures, fittings, accessories, appliances and keys) from abuse, damage, destruction; and theft.
- 10.4. not place or leave any article or other thing in or about any passage, lift, stairway, pathway, parking garage, or other common part of the Building to cause a nuisance or obstruction.
- 10.5. not bring anything into the Premises or the Building which, because of its weight or other characteristics, might to cause damage to the Building or the Premises;
- 10.6. not disobey any of the conditions of the title of the Property or any of the laws, rules or regulations affecting owners, tenants or occupiers of the Property or the Building;
- 10.7. not cause or commit any nuisance on the Property or cause any annoyance or discomfort to other tenants or occupiers of the Building;
- 10.8. not leave refuse or allow it to build up in or about the Premises except in the refuse bins provided;
- 10.9. not to interfere with the electrical, plumbing, or gas installations or systems serving the Premises or the Building, except if it is necessary to enable the Lessee to carry out its obligations of maintenance and repair in terms of this lease;
- 10.10. not allow more than persons to reside in the Premises at the same time;

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- 10.11. not keep any live animals or birds on the Premises except with the prior written consent of the Lessor;
- 10.12. not hang washing in any visible place in or about the Premises, or do or display anything else which causes the Premises or the Building to appear unsightly;
- 10.13. take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Premises; and
- 10.14. provide all electric, fluorescent, and incandescent light bulbs required in the Premises at its own cost.

11. Maintenance and repairs

- 11.1. The Lessee must at his/her/its own expense and without recourse to the Lessor:
 - 11.1.1. throughout the Lease Period keep the interior of the Premises and all parts of it in good order and condition, including all windows, doors, movables, fixtures and fittings in the Premises;
 - 11.1.2. promptly repair or restore all damage to the Premises during the Lease Period. This includes damage to any part of the interior of the Premises or to any window, door, movables fixture; or fitting and replace all these items (as well as any keys) which have been broken, lost or destroyed; and
 - 11.1.3. on the termination of this lease, return the Premises and all its parts (including all keys) to the Lessor in good order, condition and repair, fair wear and tear excepted.
- 11.2. The Lessee shall notify the Lessor in writing within days after having taken possession of the list of defects to the Premises, which list is annexed herewith as an annexure.
- 11.3. The Lessor is responsible for the maintenance, repair and replacement of the structure of the Building, all systems, works and installations contained in it, the roofs, the exterior walls, the lifts, the grounds and gardens; and all other common parts of the Property.
- 11.4. The Lessor is not in breach of clause 11.3 if those obligations are not or cannot be fulfilled because of any *vis maior* (act of God or nature) or the acts or omissions of others over whom the Lessor has no direct authority or control. Where the Lessor is indeed in breach of clause 11.3, the Lessee's only remedy against the Lessor is a right of action for specific performance.
- 11.5. If the Lessee fails to carry out any of its obligations under this lease with regard to any maintenance, repair, or replacement, the Lessor may, without prejudice to any of its other rights or remedies, do a maintenance, repair, or replacement and recover the cost of it from the Lessee on demand.

12. Alterations, additions and improvements

- 12.1. The Lessee may not make any alterations or additions to the Premises without the Lessor's prior written consent. The Lessor must not withhold this consent unreasonably if the alteration or addition is not structural.
- 12.2. If the Lessee does alter, add to, or improve the Premises in any way, the Lessee must, if the Lessor requires it in writing, restore the Premises to their original condition after the lease terminates. The Lessor's request for restoration must be given no later than

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the day after the Lessee has given the Premises back to the Lessor after termination of this lease. This clause must not be interpreted to exclude any other remedy which the Lessor may have regarding a breach by the Lessee of clause 12.1.

- 12.3. Except for any improvement which is removed from the Premises as required by the Lessor in terms of clause 12.2, all improvements made to the Premises will belong to the Lessor and may not be removed from the Premises at any time. The Lessee will never, have any claim against the Lessor for compensation for any improvement to the Premises, unless the improvements were made with the Lessor's prior written consent. The Lessee will also not have a right of retention in respect of any improvements.

13. Lessor's rights of entry and carrying out of works

- 13.1. The Lessor's representatives, agents, employees and contractors may at all reasonable times, without it giving rise to any claim or right of action on the part of the Lessee or any other occupier of the Premises enter the leased Premises in order to inspect them, carry out any necessary repairs, replacements, or other works, or to perform any other lawful function in the bona fide (good faith) interests of the Lessor or any of the occupiers of the Property; or carry out any necessary repairs, replacements or other works elsewhere in the Building or on the Property but the Lessor must ensure that this right is exercised with regard for and a minimum of interference with the beneficial enjoyment of the Premises by those who occupy it.
- 13.2. The Lessor may not, however, cause or allow any major building works to be carried out anywhere on the Property for longer than from the date on which the building starts unless such works are necessary and do not merely involve additions to the Building, the construction of additional buildings, or redecorations which are merely aesthetic (visual); or the Lessee has consented otherwise in writing.

14. House Rules

- 14.1. The Lessee must at all material times comply with the reasonable rules and regulations as are laid down in writing by or on behalf of the Lessor for tenants and other occupiers of the Property and their invitees, including rules and regulations in connection with the security of the Property and the protection of persons and property thereon, including in particular (again without generality being restricted) any rules for the control and identification of persons and vehicles entering the Property or any parts thereof, the driving and parking of vehicles on or about the Property; and the utilisation of common amenities and facilities on the Property.
- 14.2. Clause 14.1 must not be interpreted as implying that the Lessor assumes any liability which it would not otherwise have had for the subject matter of any such rule or regulation.
- 14.3. A copy of the House Rules is annexed herewith as an annexure.

15. Damage to or destruction of premises

- 15.1. If the Premises are destroyed or so damaged that they can no longer be beneficially occupied, this lease will terminate when that happens, unless the parties agree in writing otherwise.

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- 15.2. If the Premises are significantly damaged but can still be beneficially occupied, this lease will continue and the Lessor must repair the damage without delay. The rent must then be abated (lessened) to compensate the Lessee fairly for the effects on the enjoyment of the Premises of the damage and repair work.
- 15.3. If there is no agreement about the abatement or application of the above clause to any particular circumstances, the parties must refer the matter to an expert appointed jointly by the parties jointly. If however they cannot agree on the appointment of a person, the President of the Institute of Estate Agents of South Africa will appoint one and the decision of such expert will be final and binding.
- 15.4. The expert's fees and disbursements, including any inspection costs, must be paid by the parties in equal shares.
- 15.5. Pending determination of the abatement the Lessee must continue to pay the full rent for the Premises as if they had not been damaged (or be excused from the payment of rent for the Premises), and as soon as the matter has been resolved the Lessor must make the appropriate repayment to the Lessee (or the Lessee shall make up the arrears in the rent as abated).
- 15.6. If either of the Parties caused any damage or destruction to the Premises, the other may still pursue another alternative or additional action or remedy, despite clauses 15.1 and 15.2.

16. Special remedy for breach

16.1. Breach of this Lease Agreement by the Lessee

16.1.1. In the event of the lessee not paying or any other monies due in terms of this Lease Agreement on the date upon which such monies are due and payable, or committing any other breach in terms of this Lease Agreement then:

16.1.1.1. should the provisions of Section 14 of the CPA apply to this Lease Agreement and the lessee remain in breach of any of the terms of this Lease Agreement for a period of 20 (twenty) business days after dispatch of a Written notice calling upon the lessee to remedy such breach; or

16.1.1.2. should the Lease Agreement continue on a Month-to-Month basis in accordance with the provisions of clause 6.1 and the provisions of Section 14 of the CPA accordingly not apply to this Lease Agreement, and the lessee remain in breach of any of the terms of this Lease Agreement for a period of 7 (seven) calendar days after dispatch of a Written notice calling upon the lessee to remedy such breach; then the lessor shall be entitled, in this sole discretion and without prejudice to any other rights that he may have in law, to either claim specific performance in terms of this Lease Agreement, or to cancel this Lease Agreement forthwith and without further notice claim all arrear rental and/or any other damages from the lessee.

16.1.2. Should this Lease Agreement be cancelled by the lessor for any reason whatsoever, the lessee and all other persons occupying the premises through and/or under the lessee shall immediately vacate the premises and allow the lessor to take occupation thereof.

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16.1.3. In the event of the lessor cancelling this Lease Agreement, and in the event of the lessee disputing the right of the lessor to cancel and remaining in occupation of the premises, the lessee shall, pending a decision in such dispute, continue to pay an amount equivalent to the rental provided for in this Lease Agreement, together with all other payments stipulated in this Lease Agreement, on the date that such payments are due, into the bank account provided for in this Lease Agreement. In such event, the lessor shall be entitled to accept and recover such payments, either before or after legal proceedings have been instituted, and the acceptance thereof shall be without prejudice to, and shall not in any way whatsoever affect the lessor's claim of cancellation then in dispute. Should the dispute be determined in favour of the lessor, the payments made and received in terms of this clause 23.3 shall be deemed to be amounts paid by the lessee for the damages suffered by the lessor by reason of the cancellation of the Lease Agreement and/or the unlawful holding over by the lessee.

16.2. Breach of this Lease Agreement by the Lessee

16.2.1. If the lessor commits a material breach of this Lease Agreement, the lessee may apply to a court:

16.2.1.1. for the recovery of any damages suffered by the lessee as a result of such material breach; and,

16.2.1.2. for specific performance by the lessor of any obligation under this Lease Agreement.

16.2.2. The lessee may also cancel this Lease Agreement, without penalty, if the lessor does not remedy the material breach within 20 (twenty) business days of notification being sent to the lessor in writing instructing the lessor to do so.

17. Option of renewal

17.1. The Lessee will have the right to renew this lease on the terms set out below.

17.2. The period for which this lease may be so renewed is starting on (or the date immediately following the date of expiry of the initial term of this lease).

17.3. All the terms of this lease will continue to apply during the renewal period, except that:

17.3.1. the rent will be (*specify, adapting clause 5.1*); and

17.3.2. there will be no further right of renewal.

17.4. The Lessee must exercise its right of renewal by giving the Lessor written notice no later than and will lapse (fall away) if not so exercised.

17.5. If the right of renewal is properly exercised, this lease will be renewed automatically and without the need for any further act of the parties.

17.6. The Lessee may not, however, exercise the right of renewal while in breach or default of any of the terms of this lease.

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18. New tenants and purchasers

The Lessee must at all reasonable times

18.1. during the Lease Period, allow prospective purchasers of the Property or of any shares or other interests in the Lessor; and

18.2. during the last Months of the Lease Period, allow prospective tenants or purchasers of the Premises,

to enter and view the interior of the Premises.

19. Domicilia and notices

19.1. The parties choose as their *domicilia citandi et executandi* (address for legal notices) the addresses mentioned in clause 19.2 below. A party can change its such *domicilium* of either party and may be changed by giving the other party written notice from such party to the other party with effect from the date of receipt or deemed receipt by the party to whom it was sent.

19.2. Addresses:

19.2.1. The Lessor:

.....

(specify full address)

Email address:.....

19.2.2. The Lessee:

.....

(specify full address)

Email address:.....

19.3. Any notice addressed by either party to the other at their chosen *domicilium* and sent by prepaid registered post will be deemed to be received by the other party on the 5th business day following the posting date. A notice may also be sent by email or hand delivered.

20. Whole agreement

20.1. This is the entire agreement between the parties on the subject.

20.2. Neither party relies in entering into this lease upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.

20.3. No variation or consensual cancellation of this lease will be of any force unless reduced to writing and signed by both parties.

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21. Non-waiver

- 21.1. No extension of time or indulgence must be interpreted as a waiver (giving away) of any right in terms of this lease that one party may have against the other.
- 21.2. The failure of either party to comply with any non-material provision of this lease will not excuse the other party from performing its obligations fully and on time.

22. Sale of premises

- 22.1. The validity of this lease will not in any way be affected if the Lessor sells the Premises.
- 22.2. The Premises will remain in full force, upon registration of transfer of the Premises into the name of the purchaser, except that the purchaser will be substituted as lessor and acquire all rights and responsibilities under the lease in the same way as the current Lessor.

23. Termination by death or insolvency

- 23.1. This lease will not terminate with the death of either the Lessor or the Lessee. The executor of the deceased Lessee's estate will have the option, depending upon the circumstances of the estate, either to:
- 23.1.1. abide by the contract for the remainder period of the lease (the successor or successors of the Lessee assuming his or her rights and obligations); or
- 23.1.2. to cancel this lease by giving the Lessor Months written notice of termination, such notice to be given not more than Months after the death of the Lessee.
- 23.2. The insolvency of either the Lessor or the Lessee will not terminate this lease. However, the trustee of the Lessee's insolvent estate will have the option to terminate this lease by giving the Lessor written notice. If the trustee does not within three Months of his or her appointment as trustee notify the Lessor that he or she wants to continue with the lease on behalf of the estate, he or she will be deemed to have terminated the lease at the end of the three Months.

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SIGNED at on this day of

..... 20..... in the presence of the undersigned witnesses

Witnesses:

1)

2)

(Signatures of witnesses)

.....

Signature of Lessor

SIGNED at on this day of

..... 20..... in the presence of the undersigned witnesses

Witnesses:

1)

2)

(Signatures of witnesses)

.....

Signature of Lessee

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SCHEDULE 5: SUMMONS (SUBPOENA)

CASE NO:

Our Ref:

In the matter between:

.....

Complainant

and

.....

Respondent**To:****of:**

.....

.....

PLEASE BE INFORMED:

1. That you are required to appear in person / via teleconference before this Tribunal on the date and time and at the venue specified below to give evidence or to produce books, papers or documents on behalf of the Complainant / Respondent.
2. And to bring with you and produce to the Tribunal the several books, papers or documents specified in the schedule hereunder.
3. You must complete the Declaration appearing on the last page of this document and attach it to the subpoena or copy of the subpoena that accompanies the documents or things produced to the Tribunal under the subpoena.
4. Any enquiries concerning compliance with the summon (subpoena) should be directed to the above reference.

DATE TIME AND PLACE AT WHICH YOU MUST ATTEND TO PRODUCE THE SUBPOENA OR A COPY OF IT AND DOCUMENTS OR THINGS

Date

Time

Place

Address...

ADDRESS TO WHICH THE SUMMONS (SUBPOENA) (OR COPY) AND DOCUMENTS OR THINGS MAY BE DELIVERED

Address...

SCHEDULE

The documents or things you must produce are as follows:

- 1)
- 2)
- 3)
- 4)

NOTES**A. Objection**

You must raise your written objection to the summons (subpoena) and address it to the aforesaid reference person at least 2 (two) working days prior to the hearing.

B. Informal service

Even if this summons (subpoena) has not been served on you in accordance with the regulations, you must still comply with its requirements if you have actual knowledge of the summons (subpoena) and of its requirements, unless excused by the Tribunal from doing so.

C. Addressee a corporation

If the summons (subpoena) is addressed to a corporation, the head of such corporation or his/her duly authorised representative must comply with the summons (subpoena).

D. Production of documents

If you object to a document or thing produced in response to this summons (subpoena) being inspected by a party to the proceeding or any other person, you must, at the time of production, notify the Tribunal in writing of your objection and of the grounds of your objection.

Unless the Tribunal otherwise orders, if you do not object to a document or thing produced by you in response to the summons (subpoena) being inspected by any party to the proceeding, the Tribunal may permit the parties to the proceeding to inspect the document or thing.

E. Production of copy instead of original

If the summons (subpoena) requires you to produce a document, you must produce an original of the document unless the summons (subpoena) specifically requires you to produce a copy.

The copy of a document may be:

- (a) a photocopy; or
- (b) in any electronic form that the issuing party has indicated will be acceptable.

If you declare that the material you produce are copies of documents, the Tribunal may, without further notice to you, destroy the copies after the expiry of a period of one year from the conclusion of the proceeding or, if the documents become exhibits in the proceeding, when they are no longer required in connection with the proceeding, including on any appeal.

If the material you produce to the Tribunal is or includes any original document, you may uplift the original as the Tribunal so directs.

F. Applications in relation to summons (subpoena)

You have the right to apply to the Tribunal:

- (a) for an order setting aside the summons (subpoena) (or a part of it) or for relief in respect of the summons (subpoena), and
- (b) for an order with respect to your claim for privilege or confidentiality in relation to any document or thing the subject of the summons (subpoena).

G. Failure to comply with summons (subpoena) —arrest

Failure to comply with a summons (subpoena) without lawful excuse is a contempt of the Tribunal and may be dealt with accordingly.

Dated at this day of 20.....

.....
Registrar of the Tribunal

DECLARATION BY SUMMONS (SUBPOENA) RECIPIENT

[tick the relevant option below, (provide your address as appropriate), sign and date]

☐ **All** of the material I am providing to the Tribunal in compliance with the attached summons (subpoena) is copies of documents. I acknowledge that the Tribunal will destroy the copies once they are no longer required, without further notice to me.

☐ **Some or all** of the material I am providing to the Tribunal in compliance with the attached summons (subpoena) is an **original** document. Once the material is no longer required, I am at liberty to uplift the originals as the Tribunal may direct.

SCHEDULE OF MATTERS THAT ARE APPEALABLE AND NO OTHER

1. All claims sounding in money over R20 000.00 or some other amount as the Minister for Human Settlements may determine from time to time.
2. All claims relating to specific performance.
3. All claims relating to Final Interdicts, Final Attachment Orders and spoliation (including lock-outs and termination of services or utilities).
4. A determination regarding the validity of a lease or a clause in a lease.
5. A determination regarding the validity of a Notice to Vacate, whether given by a landowner or a tenant.
6. A determination regarding the imposition of a penalty pursuant to the provisions of the Rental Housing Act, the Consumer Protection Act or any other legislation.
7. Determinations regarding Jurisdiction and *locus standi*.
8. Final Orders subject to what is contained in 1 to 7 above.

NAME AND SIGNATURE OF RECIPIENT

ADDRESS: _____

DATE RECEIVED: _____

DECLARATION BY SERVER

I, the undersigned, do hereby declare that I served this summons (subpoena) on the person/s named in the summons (subpoena) personally / by email on the day of 20..... Or;

Affixed/placed a copy of the notice to/in the outer/principal door/security gate/post box of the residence/place of employment/ place of business of
.....

Since he/she prevented the service by keeping his/her residence/place of employment/place of business closed.

NAME AND SIGNATURE OF SERVER

DATE SERVED: _____

SCHEDULE 6: APPEALABLE MATTERS

SCHEDULE OF MATTERS THAT ARE APPEALABLE AND NO OTHER

1. All claims sounding in money over R20 000.00 or some other amount as the Minister for Human Settlements may determine from time to time.
2. All claims relating to specific performance.
3. All claims relating to Final Interdicts, Final Attachment Orders and spoliation (including lock-outs and termination of services or utilities).
4. A determination regarding the validity of a lease or a clause in a lease.
5. A determination regarding the validity of a Notice to Vacate, whether given by a landowner or a tenant.
6. A determination regarding the imposition of a penalty pursuant to the provisions of the Rental Housing Act, the Consumer Protection Act or any other legislation.
7. Determinations regarding Jurisdiction and *locus standi*.
8. Final Orders subject to what is contained in 1 to 7 above.

SCHEDULE 7: NOTICE OF APPEAL**IN THE RENTAL HOUSING TRIBUNAL**

HELD AT

CASE NO.

In the matter between:

..... Appellant

and

..... Respondent

NOTICE OF APPEAL

TAKE NOTICE THAT the above named Appellant hereby lodges an appeal, at a date and time to be arranged with the Registrar against the whole of the Judgment of the Tribunal dismissing the Appellants claim / dismissing the Appellants defence, which Judgment was handed down on the

A COPY OF THE JUDGMENT IS ANNEXED HEREWITH MARKED "A"**TAKE NOTICE FURTHER THAT** the Tribunal erred on the following grounds:

1.
.....
2.
.....
3.
.....

4.

DATED AT THIS OF 2020.

Full Name Of Appellant	
Address of Appellant	

TO: THE REGISTRAR
..... RENTAL HOUSING TRIBUNAL

AND TO: Name and address of Respondent

Full Name Of Respondent	
Address of Respondent	

RECEIVED A COPY HEREOF ON THIS THE DAY OF 2020.

.....
RESPONDENT

SCHEDULE 8: RESCISSION AFFIDAVIT**IN THE RENTAL HOUSING TRIBUNAL**

HELD AT

Case No:

In the matter between:

..... Applicant

and

.....
Respondent*In Re:*

..... Complainant

and

..... Respondent

NOTICE OF RESCISSION

BE PLEASED TO TAKE NOTICE that application will be made to the Rental Housing Tribunal that the Order of the Tribunal dated, under case number: is rescinded;

TAKE NOTICE FURTHER that the affidavit of and supporting annexures shall be used in support hereof.

TAKE NOTICE FURTHER that if the Respondent intends opposing this application he/she/it may file their answering affidavit within 10 working days of receipt of this application.

DATED at on this theTH day of 20....

Applicants Name	
Applicants Address	

To:

The Registrar of the Tribunal

.....

And To:

Respondents Name	
Respondents Address	

Served by Email/Sheriff/Personally

IN THE RENTAL HOUSING TRIBUNAL

HELD AT

Case No:.....

In the matter between:

..... Applicant

and

..... Respondent

In Re:

..... Complainant

and

..... Respondent

**FOUNDING AFFIDAVIT
(APPLICATION FOR RESCISSION OF JUDGMENT)**

I, the undersigned:

.....

(ID:)

do hereby make oath and state:

1. I am an adult male / female..... [occupation], with
my place of residence situated at
.....
.....[address].
2. The facts contained in this affidavit fall within my personal knowledge and are both true and correct.
3. I am the applicant in this matter and was the respondent in the principal proceedings in this matter.
4. I seek a rescission of a judgment handed down by the Rental Housing Tribunal on the, a copy whereof is attached hereto marked "A".

WILFUL DEFAULT

5. I state that I was not in wilful default of defending this matter as I explain hereunder.

[Set out when the complaint was received and what was done to defend the matter after receiving the complaint]

a)
.....
.....
.....

b)
.....
.....
.....

6. **GOOD CAUSE / BONA FIDE DEFENCE**

[Set out your defence]

a)
.....
.....
.....

b)
.....
.....
.....

7. **CONDONATION (IF APPLICABLE)**

[Give reasons for the delay in bringing the application]

a)
.....

-
-
- b)
-
-
-

CONCLUSION

8. I respectfully submit that a proper case for the rescission of the Judgment has been made out and request that an Order be granted as requested in the Notice of Rescission.

DEPONENT

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit, which was signed and sworn to before me at.....on the.....day of.....2020, the regulations contained in Government Notice No R1268 of 21 July 1972, as amended, and Government Notice No R1648 of 19 August 1977, as amended, having been complied with.

COMMISSIONER OF OATHS

Full Names:
Business Address:
Office:

SCHEDULE 9: EX PARTE INTERDICTS**EX PARTE NOTICE OF COMPLAINT**

IN THE RENTAL HOUSING TRIBUNAL

HELD AT

CASE NO:

In the matter of:

.....
Complainant

and

.....
Respondent**NOTICE OF EX PARTE COMPLAINT**

BE PLEASED TO TAKE NOTICE that application will be made by the Complainant/s on the day of 20..... at 09h00 or so soon as the matter may be heard for an Order in the following terms:

****Delete what is not applicable***

- 1) That the normal time limits pertaining to complaints lodged with the Tribunal be dispensed with.
- 2) That an Interim Order (Rule Nisi) be issued authorizing the sheriff of the court to attach so much of the movable assets of -

..... ("the Respondent") situated at:

.....

as shall be sufficient to satisfy the sum of R..... rent.

and to show cause to this Tribunal on the day of, 20..... at
..... (time), or so soon thereafter as the matter can be heard, why this Interim Order
should not be made Final.

Alternatively

3) That an Interim Order (Rule Nisi) be and is hereby granted interdicting:

..... (the Respondent) of
.....
.....
(address)

From

- a)
- b)
- c)

(set out the acts from which respondent or any other person is restrained)

and to show cause to this Tribunal on the day of, 20..... at
..... (time), or so soon thereafter as the matter can be heard, why this Interim Order
should not be made Final.

Alternatively

4) That an Interim Order (Rule Nisi) be and is hereby granted calling upon

.....(the Respondent) of
.....
.....
..... (address)

To reinstate the Applicant / Complainant into the following property forthwith

To reconnect the services and utilities to the Applicant / Complainant forthwith

To release the following goods unlawfully attached

- i.;
- ii.;
- iii.

[add a separate schedule if required]

pertaining to the following property:

.....

and to show cause to this Tribunal on the day of, 20..... at
 (time), or so soon thereafter as the matter can be heard, why this Interim Order
 should not be made final.

- 5) That this application also constitutes the complaint against the Respondent in respect of the claim:

For payment of arrear rent

For an Interdict

For Spoliation

- 6) That this Rule operate as an interim order.

- 7) Costs of suit

- 8) Further and/or alternate relief

CONTINUES ON PAGE 130 OF BOOK 2

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AIDS HELPLINE: 0800-0123-22 Prevention is the cure

BE PLEASED TO TAKE NOTICE FURTHER THAT should the Respondent wish to show cause why the order of attachment should not be confirmed, he/she/it shall appear before this court on the day of 20....., at (time) for that purpose.

BE PLEASED TO TAKE NOTICE FURTHER THAT the aforesaid date may be anticipated by the Respondent upon 48 hours' notice to the applicant.

KINDLY PLACE THE MATTER ON THE ROLL FOR HEARING ACCORDINGLY

Applicants Name	
Applicants Address	
Cellphone Number	
Email Address	

To: The Registrar
..... **Rental Housing Tribunal**

**Order for Interdict Obtained ex parte
Ex Parte Notice of Complaint**

IN THE RENTAL HOUSING TRIBUNAL

HELD AT

CASE NO:

In the matter of:

.....
Complainant

and

.....
Respondent

ORDER

It is ordered:

1. That an Interim Order (Rule Nisi) be and is hereby granted authorizing the Sheriff of the court to attach so much of the movable assets of -

..... ("the Respondent") situated at:
.....
.....
.....

as shall be sufficient to satisfy the sum of R..... rent.

Alternatively

2. That an Interim Order (Rule Nisi) be and is hereby granted interdicting:

..... (the Respondent) of
.....
.....
.....(address)

From

- a)
- b)
- c)

(set out the acts from which respondent or any other person is restrained)

Alternatively

3. That an Interim Order (Rule Nisi) be and is hereby granted calling upon

.....(the Respondent) of

.....

.....

..... (address)

To reinstate the Complainant into the following property forthwith

To reconnect the services and utilities to the Complainant forthwith

To release the following goods unlawfully attached

- i.;
- ii.;
- iii.

[add a separate schedule if required]

pertaining to the following property:

.....

.....

.....

4. That this Rule operate as an interim order.

5. Further and/or alternate relief

.....

**By Order
Registrar**

..... **Rental Housing Tribunal**

Affidavit in support of *ex parte* application

IN THE RENTAL HOUSING TRIBUNAL

HELD AT

CASE NO:

In the matter of:

.....
Complainant

and

.....
Respondent

AFFIDAVIT

I, the undersigned

.....

(Identity number: / Passport number:)

(Nationality:)

do hereby state:

1. I am an adult male

☐

OR

female

☐

and presently reside at

.....[address]

2. I am the Complainant in the above matter.

☐

OR

I am duly authorized to depose to this affidavit on behalf of the Complainant

☐

3. The Respondent is of
.....
..... [address] and telephone
number and email address
.....

4. My telephone number is and my email address is
.....

5. The facts contained herein are, save where otherwise indicated, within my own personal
knowledge and are both true and correct.

6. I am the owner / landlord

☐

OR

I am the agent of the owner / landlord

☐

OR

The Complainant is an incorporated entity which is the owner / landlord

☐

OR

I am the tenant

☐

of the premises situated at

.....

.....

7. The tenant is justly indebted to me / the Complainant

☐

OR

The tenant is justly indebted to my said principal

☐

in the sum of R..... for rent of the said premises from the.....day of

20..... to theday of....., 20.....

8. The said sum of R..... became due and recoverable upon the day of....., 20.....

9. The said rent was demanded from the said.....on theday of....., 20..... but has not yet been paid.

OR

10. I believe that the said.....is about to remove certain movables, now upon the said premises, from such premises in order to avoid payment of the said rent.

Alternatively

11. During or about
.....
.....
.....
.....

12.
.....
.....
.....

13.
.....
.....
.....
.....[set out grounds for interdict]

Alternatively

14. During or about
.....
.....

-
.....
15.
.....
.....
.....
16.
.....
.....
.....[s
et out circumstances of lock out / termination of services / attachment of goods]

URGENCY

17. This application is urgent due to the fact that
.....
.....
18.
.....
.....
19.
.....
.....

DEPONENT

THUS SIGNED AND SWORN TO before me aton this the day of 20..... by the Deponent having acknowledged that he/she knows and understands the contents of this affidavit, that he/she has no objection to taking the oath and considers the oath to be binding on his/her conscience, the regulations contained in Government Gazette Notice No R1258 of 21 July 1972, as amended, and Government Gazette Notice No R1648 of 19 August 1977, as amended, having been complied with.

COMMISSIONER OF OATHS

Security under Section 55(2)(c) of the Regulations

IN THE RENTAL HOUSING TRIBUNAL

HELD AT

CASE NO:

In the matter of:

.....
Complainant

and

.....
Respondent**SECURITY BOND**

Whereas (the landlord / tenant) has applied for the issue of an order to:

1. attach the movable property upon
 (describe the leased premises) for the sum of R..... for rent due by of (name tenant) and;

Alternatively:

2. Interdicting the Respondent from:

- a);
- b);
- c)

Alternatively

3. Calling upon the Respondent:

To reinstate the Complainant into the following property forthwith

To reconnect the services and utilities to the Complainant forthwith

To release the following goods unlawfully attached

- i.;
- ii.;
- iii.

Now, therefore, the said Complainant/Applicant hereby binds himself/herself/itself/themselves to pay to the Respondent/s or whom else it may concern all damages, costs and charges which the Respondent/s may sustain by reason of the granting of the Order in case the said attachment is set aside.

Signed and dated at this day of
....., 20..... in the presence of the undersigned witnesses.

.....
Complainant.

.....

.....

.....
Signature and address

Witnesses: 1.
2.

SCHEDULE 10A: NOTICE OF MOTION**[JOINDER APPLICATION]**

IN THE RENTAL HOUSING TRIBUNAL

HELD AT

CASE NO:

In the matter between:

..... Applicant

and

..... First Respondent

..... Second Respondent

With Reference to:

..... Applicant

and

..... Respondent

NOTICE OF MOTION

KINDLY TAKE NOTICE that the Applicant intends to make application to the Rental Housing Tribunal at the hearing of this matter for an order in the following terms:

9. That the Second Respondent be joined as co-Respondent in the above matter;
10. That the Second Respondent address the merits of this application and the main application in his/her/its Answering Affidavit, if any.

KINDLY TAKE NOTICE FURTHER THAT the affidavit of together with the annexures thereto will be used in support of this application.

KINDLY TAKE NOTICE FURTHER THAT if you intend opposing this application you are required to file your opposing affidavit prior to or at the hearing of this matter.

DATED at on this the **DAY** of **20**.....

APPLICANT

Address:

Tel:

Email:

To:

The Registrar of the Rental Housing Tribunal

.....

AND TO:

FIRST RESPONDENT

Address:

Tel:

Email:

Received copy hereof thisDay of20.....

AND TO:

SECOND RESPONDENT

Address:

Tel:

Email:

[NB: IT IS THE RESPONSIBILITY OF THE APPLICANT TO ENSURE THAT THIS APPLICATION AS WELL AS ALL SUPPORTING DOCUMENTATION IS SERVED ON THE RESPONDENT/S, EITHER PERSONALLY OR BY EMAIL. PROOF OF SERVICE MAY BE REQUIRED]

SCHEDULE 10B: JOINDER APPLICATION AFFIDAVIT**[JOINDER APPLICATION]**

IN THE RENTAL HOUSING TRIBUNAL

HELD AT

CASE NO:/.....

In the matter between:

.....

Applicant

and

.....

First Respondent

.....

Second Respondent

With reference to:

.....

Applicant

and

.....

Respondent

AFFIDAVIT

I, the undersigned,

.....

do hereby make oath and state

1. I am an adult male / female, currently residing at

.....

.....

.....

2. The facts herein contained are, save where otherwise indicated, within my own personal knowledge and is both true and correct.

3. I am duly authorized to depose to this affidavit on behalf of the Applicant (only if the applicant is a Legal Entity).

4. The Second Respondent is,

residing/employed at.....

.....

Email:.....

Telephone/Cell:.....

5. The complaint in this matter was served on the First Respondent on the

.....

6. I annex herewith copies of the relevant documents in this matter.

7. I am advised that it would be expedient for an application to be brought requesting that the Second Respondent to be joined as co-Respondent in this matter, insofar as he/she/it may have an interest in this matter, and I accordingly hereby bring such an application.

8. In the event that the Second Respondent elects to oppose this application, he/she/it will have the opportunity of addressing the merits of the main application in his/her/its Answering Affidavit or in person at the Hearing of this Matter.

9. I accordingly respectfully submit that it would be just and equitable for an Order to be granted joining the Second Respondent as co-Respondent in this application.

WHEREFORE I HUMBLY request that the Tribunal grant the Order as prayed for in terms of the Notice of Motion.

DEPONENT

THUS SIGNED AND SWORN TO before me at on this the day of 20..... by the Deponent having acknowledged that she knows and understands the contents of this affidavit, that she has no objection to taking the oath and considers the oath to be binding on her conscience, the regulations contained in Government Gazette Notice No R1258 of 21 July 1972, as amended, and Government Gazette Notice No R1648 of 19 August 1977, as amended, having been complied with.

COMMISSIONER OF OATHS

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