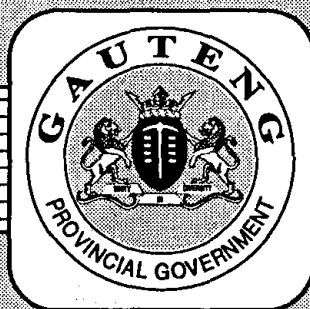


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PRETORIA, 29 DECEMBER 1997
DESEMBER

No. 436

GENERAL NOTICE

NOTICE 4003 OF 1997

DEPARTMENT OF HOUSING AND LAND AFFAIRS

RESIDENTIAL LANDLORD AND TENANT ACT, 1997 (ACT No. 3 OF 1997)

REGULATIONS OF UNFAIR PRACTICES UNDER THE RESIDENTIAL LANDLORD AND TENANT ACT

Notice is hereby given in terms of section 9 (2) of the Residential Landlord and Tenant Act, 1997 (Act No. 3 of 1997), that the Member of the Executive Council for Housing and Land Affairs intends to promulgate unfair practices regulations in the form set out in the Schedule.

Any person or organisation wishing to comment on these proposed regulations may lodge written comments or representations on or before **26 January 1998** by posting, faxing or handing them in at the following address:

Office of the M.E.C.
Department of Housing and Land Affairs
37 Sauer Street
Private Bag X79
MARSHALLTOWN
2107
FAX: (011) 838-8971
Tel: (011) 355-4000/4229

SCHEDULE

Definitions

1 In these regulations, unless the context indicates otherwise—

“common property” in relation to a dwelling means:

- a) the land on which the dwelling is situated; and
- b) those parts of the dwelling not reserved for the temporary use of a person.

“dwelling” means a place occupied for residential purposes except:

- a) a hotel or club licensed under a law relating to the control and supply of liquor;
- b) a boarding house or other institution for boarders or lodgers.

“house rules” means the rules for the control, management, conduct, maintenance and use of a dwelling, including the common property;

“landlord” means a person who is legally entitled to let a dwelling and includes the owner, lessor, sublessor or agent of such a person;

“lease” means a lease which, when entered into, entitles a tenant to the temporary use and enjoyment of a dwelling for residential purposes in exchange for the payment of rent and

“lease agreement” has a corresponding meaning;

“sublessee” means a person who has entered into a lease agreement with a sublessor;

“sublessor” means a tenant who has entered into a lease agreement with a sublessee;

“tenant” means a person who has a right under a written or oral lease, and includes a person who has occupied the dwelling at the time of the lessee’s or sublessee’s death, divorce or desertion and who elects to be bound by the lease agreement;

“the Act” means the Residential Landlord and Tenant Act; 1997 (Act No. 3 of 1997) and

“unfair practice” means an act or omission by a tenant or landlord which is in contravention of the Act or these regulations.

Chapter 1: Lease Agreements

Section 1

A lease agreement between a landlord and tenant must be in writing, signed by both parties and contain at least the following information:

- (1) the full name, physical address and telephone number of the landlord;
- (2) the full name of the tenant;
- (3) a description of the dwelling;
- (4) if a deposit is payable:
 - a) the amount;
 - b) that on termination of the lease the deposit less an amount owing to the landlord under the lease must be refunded to the tenant; and
 - c) the landlord must give the tenant a receipt when receiving the deposit;
- (5) the rental payable, and the date, place and to whom payment must be made;
- (6) the duration of the lease; and if there is no fixed term, the notice period required for termination;
- (7) the rights and duties of the landlord and the tenant, including the terms contained in section 2 of these regulations;
- (8) the purpose for which the dwelling must be used by the tenant;
- (9) a defects list of structural and other defects in the dwelling, drawn up by the tenant and approved by the landlord, and annexed to the lease agreement not more than fourteen (14) days after the tenant has taken occupation of the dwelling;
- (10) the addresses of the landlord and the tenant for all written notices, court documents and communications;
- (11) the maximum number of persons entitled to occupy the dwelling.

Section 2

A lease agreement must contain at least the following terms concerning the rights and duties of the landlord and the tenant:

(1) The landlord must:

- a) deliver the dwelling to the tenant in a condition fit for the purpose for which it was let;
- b) must take reasonable steps to ensure that a tenant enjoys undisturbed use of the dwelling and that no tenant or other person conducts an activity within a dwelling which is expressly prohibited under the lease, or ordinance, health and safety regulation or other law;
- c) maintain the common property in good order and repair;
- d) maintain the outside of the dwelling, including the walls and the roof, in good order and repair;
- e) keep and maintain the electrical wiring and general plumbing in good order and repair;
- f) repair damage to the dwelling or common area caused by reasonable wear and tear.

(2) The tenant must:

- a) use the dwelling in a proper manner for the purpose for which it was rented;
- b) maintain the dwelling in a clean, tidy and healthy condition;
- c) not allow more than the maximum number of persons specified in the lease agreement to reside in the dwelling;
- d) not sublet the property to any other person without the written consent of the landlord, which consent shall not be unreasonably withheld;
- e) maintain the inside of the dwelling, including all windows, in good order and repair;
- f) maintain sewerage pipes, water pipes and drains used in connection with the dwelling and under the tenants control free from an obstruction or blockage;

- g) refrain from intentionally or negligently damaging the dwelling or common area, and must repair such damage at the tenant's own cost, except where damage results from reasonable wear and tear;
- h) return the dwelling in the same condition as the tenant received it, fair wear and tear excepted.

Section 3

A provision in a lease agreement shall be invalid if the provision:

- (1) excludes liability of either party for failing to comply with a duty under the Act, these regulations, the lease agreement or other law; or
- (2) except where provided for in these regulations, limits or prevents either party from using the normal rights of recourse against the other because of the other's failure to comply with a duty under the Act, these regulations, the lease agreement or other law; or
- (3) interferes with, limits, restricts, prevents or in any way prejudices either party's right to freedom of association and, in particular, the right to join, participate in or resign from a tenants', landlords' or civic association.

Section 4

- (1) Parties must first exhaust the avenues for dispute settlement provided by these regulations before they institute court proceedings.
- (2) Nothing in these regulations prevents parties from instituting legal proceedings where relief is urgently required.

Section 5

The landlord must stamp the lease agreement and furnish the tenant with a copy within thirty (30) days of the tenant signing the agreement.

Section 6

A landlord must not:

- (1) deprive a tenant of access to or full use of the dwelling without first:
 - a) giving the tenant written notice of the breach; and
 - b) giving the tenant a reasonable time period in which to remedy the breach; and

- c) obtaining a valid court order to this effect.
- (2) commence court proceedings to repossess a dwelling before the time period stated in the notice terminating the lease has expired.

Section 7

The rights and duties of the landlord and tenant set out in this chapter must apply to a landlord or tenant whether or not a written agreement of lease has been entered into between them.

Chapter 2: Deposits

Section 8

A landlord must not require payment of a deposit which is more than the first two (2) months' rental and need not pay interest on the deposit amount.

Section 9

The deposit receipt must contain at least the following information:

- (1) the name of the tenant;
- (2) the name of the landlord;
- (3) the name of the person receiving payment;
- (4) the name of the dwelling;
- (5) the amount paid by the tenant; and
- (6) the date on which payment was made.

Chapter 3: Rentals

Section 10

- (1) A landlord must issue a receipt to the tenant upon payment of rental, which receipt must contain at least the following information:
 - a) the name of the tenant;
 - b) the name of the landlord;

- c) the name of the person receiving payment;
- d) the name of the dwelling;
- e) the amount paid by the tenant;
- f) the date on which payment was made; and
- g) the period for which payment was made.

Section 11

If a tenant pays the rental into a landlord's bank account the deposit slip will be the tenant's receipt.

Section 12

A landlord must give at least two (2) months' written notice of an intention to increase the rental, and

- (1) under a periodic lease, the rental must not be increased more often than once in any six (6) month period; or
- (2) under a fixed term lease, the increase must comply with the terms of the lease.

Section 13

- (1) Where a landlord, acting under a lease agreement, gives notice of intention to increase the rental by more than the annual consumer price index and a tenant deems the increase to be unreasonable, then a landlord must engage effectively in consultation with the tenant or tenants' committee and attempt to reach consensus with the tenant or tenants' committee on the amount of the increase.
- (2) Subject to subsection (1) where a landlord is consulting with a tenant or tenants committee regarding such rental increase, the landlord must disclose to the tenant or tenants committee all information that will allow the tenant or tenants' committee to engage effectively in consultation.
- (3) The landlord must notify the tenant or tenants committee in writing if information disclosed is confidential.
- (4) The landlord is not required to disclose information that:

- a) is legally privileged;
 - b) the landlord cannot disclose without contravening a prohibition imposed on the landlord by law or order of court;
 - c) is confidential and, if disclosed, may cause substantial harm to a tenant or the landlord;
 - d) is private personal information relating to a tenant, unless that tenant consents to the disclosure of that information.
- (5) If there is a dispute about what information is required to be disclosed under this section, a party to the dispute may refer the dispute to the Board.
- (6) If the landlord and tenant or tenants' committee are unable to reach consensus on the amount of an increase, then either party may refer the dispute to the Board.

Section 14

No tenant may withhold payment of rent if there is a dispute under a lease without first referring the dispute to the Board, except as is provided for under sections 16 and 22 of these regulations.

Chapter 4: Conditions, Use and Maintenance

Section 15

A landlord must:

- (1) let a dwelling which at the commencement of the lease:
 - a) is in a condition that does not amount to a contravention of an ordinance, health or safety regulation or other law; and
 - b) is fit for human habitation;
- (2) prior to letting a dwelling to a person, inspect the dwelling to ensure that, upon reasonable investigation of the dwelling, the dwelling is in a condition that does not amount to a contravention of an ordinance, health or safety regulation or other law;
- (3) represent to a prospective tenant that a dwelling meets all the requirements of law;

- (4) keep and maintain the dwelling in compliance with all ordinances, health or safety regulations or other law;
- (5) provide services after the landlord has made a representation or agreed that these services would be provided during the term or a portion of the term of the lease;
- (6) within a reasonable time do such repairs for which the landlord is responsible as have been identified during inspections by the landlord or on receiving written notice from a tenant to do these repairs; and
- (7) Reimburse a tenant within a reasonable time for the reasonable cost of repairs made or paid for, or supplies or services purchased by a tenant arising out of a landlord's failure to comply with a term of the lease agreement or ordinance, health and safety regulation or other law.

Section 16

- (1) If a landlord fails to do the necessary repairs or provide services under a lease agreement, a tenant must:
 - a) give the landlord written notice to remedy the default or breach within a reasonable time; and
 - b) if the landlord fails to remedy the default or breach timeously, refer the dispute to the Board.
- (2) If the Board is unable to resolve the dispute, the tenant may have the repairs done or services rendered, and deduct the reasonable costs of the repairs or services from or set them off against the rent.

Section 17

A landlord is entitled to enter and inspect a dwelling for maintenance, repair, or renovation purposes, and to effect such maintenance, repair, or renovation, provided that:

- (1) the tenant is given at least forty-eight (48) hours notice of the landlord's intention to conduct an inspection or work on the dwelling, unless such inspection or work is of an emergency nature;
- (2) inspection or work is carried out at reasonable times; and
- (3) entry to the dwelling is not to be gained by force unless the maintenance or repair work is of an emergency nature and the tenant has made use of a locking device which makes it impossible for the landlord to gain entry other than by force.

Section 18

A landlord may upon reasonable notice to a tenant temporarily deny a tenant occupation of a dwelling if it is necessary to effect urgent or necessary repairs to the dwelling, provided that the tenant is entitled to re-occupy the dwelling upon completion of repairs.

Section 19

A tenant who is temporarily denied occupation of a dwelling under the circumstances contemplated in Section 18 is freed from the obligation to pay rent during the tenant's displacement from the dwelling.

Section 20

A tenant must, upon reasonable notice, permit a landlord to enter the dwelling at reasonable times to allow a person seeking to rent or purchase the dwelling to view the dwelling.

Chapter 5: Utility Services**Section 21**

- (1) A landlord who must provide water, electricity or gas services to a tenant by law or by the express or implied terms of a lease agreement: —
- (a) must provide such services;
 - (b) must not cause the non-supply or interrupted supply of a service to a dwelling without a court order, except:
 - (i) in an emergency and provided that the services are resumed immediately after such emergency has ceased; or
 - (ii) to do maintenance, repairs or renovations to a building under chapter 1 and provided that these services are resumed immediately after such maintenance, repairs and renovations have been done; or
 - (iii) where a tenant has vacated the dwelling; and
 - (c) must not expose a tenant to the risk of loss of these services by failing to pay the service provider when payment becomes due.

Section 22

- (1) If a landlord exposes a tenant to the risk of loss under section 21(1)(c) or the tenant suffers loss then the tenant must:
 - (a) give the landlord written notice to remedy the default or breach within a reasonable time; and
 - (b) if the landlord fails to remedy the default or breach timeously, refer the dispute to the Board.
- (2) If the Board is unable to resolve the dispute in a case where the tenant's service payments are included in the rental, the tenant may elect to pay the service provider directly and deduct the cost of the services from or set them off against the rent.

Section 23

- (1) If a dwelling is separately metered for services, the landlord must charge a tenant for the exact services consumed in the tenant's dwelling: provided that the tenant may elect to pay the local authority or service provider directly.
- (2) If a dwelling is not separately metered for services, the landlord must comply with the relevant regulation, by-law or other law regarding the amount to be charged to a tenant for those services.
- (3) A landlord must not increase service charges without giving a tenant at least one (1) month's written notice of the intention to increase the service charges.

Section 24

- (1) If a dwelling is separately metered for service charges and payment therefor is to be made to the landlord, the landlord must provide a tenant with a monthly statement containing at least the following information:
 - a) the name of the tenant;
 - b) the name of the landlord;
 - c) the name of the dwelling;
 - d) the name, address and phone number of each service provider;

- e) the previous and current months' meter readings;
 - f) the actual consumption for each service and the amounts charged therefor;
 - g) the total payment due;
 - h) the date of the next meter reading for each service; and
 - l) the amount of arrears, if any.
- (2) The landlord must issue a receipt to a tenant upon payment for services. If the landlord fails or refuses to issue a receipt, the tenant is entitled to refuse to pay for those services.
- (3) The receipt for the services must contain at least the following:
- a) the name of the tenant;
 - b) the name of the landlord;
 - c) the name of the dwelling;
 - d) the name of the person receiving payment;
 - e) the amount paid by the tenant;
 - f) the date on which payment was made; and
 - g) the period for which payment was made.
- (4) If a tenant pays for the services by depositing funds into a landlord's bank account, the deposit slip constitutes the tenant's receipt.

Chapter 6: House Rules

Section 25

A landlord and tenants who occupy the same dwelling may adopt a set of house rules.

Section 26

The landlord, tenants and occupants of a dwelling must abide by the house rules.

Section 27

- (1)** Within sixty (60) days after these Regulations have been promulgated, the landlord must give to all tenants thirty (30) written days' notice to attend a meeting at a reasonable time and place at which the landlord and tenants may propose house rules.
- (2)** The landlord and the tenants must keep a minute of the proceedings at the meeting, which must include:
 - a) the house rules proposed by the landlord;
 - b) the house rules proposed by the tenants;
 - c) the house rules agreed to by the landlord and tenants; and
 - d) the proposals in dispute, if any.
- (3)** Both the landlord and two persons representing the tenants must sign the minutes.
- (4)** The landlord must, upon request and within a reasonable time, furnish a tenant with a copy of the minutes.
- (5)** If the landlord and tenants are unable to agree upon a proposed house rule or set of house rules then either party may refer the dispute to the Board.
- (6)** If the Board is unable to resolve the dispute then the landlord may adopt house rules provided that such house rules do not limit a tenant's rights under the lease or other law.
- (7)** The landlord must furnish the tenant with a copy of the house rules, which rules must be signed by the landlord and tenant, must be attached to the lease agreement, and thereafter forms part of the lease.
- (8)** The house rules will come into effect upon:
 - a) the provisions of subsection 7, having been complied with; and
 - b) the landlord posting the house rules in legible form in a prominent place on the common property of the dwelling.
- (9)** If a landlord wishes to change the house rules the landlord must give tenants thirty (30) days' written notice to attend a meeting at a reasonable time and place to discuss the proposed changes, and thereafter follow the procedures as set out in this section.

- (10) If a tenant wishes to change the house rules the tenant must inform the landlord of the proposed changes. The landlord must then within ten (10) days of receipt of these proposals give tenants thirty (30) days' written notice to attend a meeting at a reasonable time and place to discuss the proposed changes, and thereafter follow the procedures as set out in this section.

Section 28

A landlord must:

- (1) furnish persons who seek to rent a dwelling with a written copy of the house rules in force; and
- (2) attach a copy of the house rules, which must be signed by the landlord and tenant to the lease agreement and which, thereafter, forms part of the lease.

Chapter 7: Tenants' Committees

Section 29

A tenants' committee may be established in a dwelling where a landlord is common to more than one tenant.

Section 30

- (1) A tenants' committee must be elected by a simple majority of tenants resident in the building and present at a meeting held annually and known as an annual general meeting.
- (2) The tenant(s) proposing the establishment of a tenants' committee must give tenants fourteen days' written notice of this meeting and subsequently the tenants' committee must give tenants fourteen days' written notice of meetings.
- (3) Not more than fifteen months must elapse between the date of one annual general meeting and that of the next.
- (4) A tenants' committee should be sufficiently representative of the tenants in the dwelling.

Section 31

A tenants' committee may:

- (1) meet together at the dwelling to conduct business;
- (2) regulate its meetings as it deems fit;
- (3) represent a tenant in a matter affecting the tenant's rights and interests under a lease;
- (4) perform a function agreed to between it and the landlord, and
- (5) represent a tenant in proceedings before the Board.

Section 32

A landlord or tenants' committee may present to each other for consultation and negotiation, matters that affect the rights and interests of the landlord or a tenant under a lease.

Section 33

- (1) A landlord and tenants' committee must engage effectively in consultation with each other and attempt to reach consensus.
- (2) The landlord and tenants' committee must allow each other an opportunity during the consultation to make representations and to advance alternative proposals.
- (3) The landlord or tenants' committee must consider and respond to the representations or alternative proposals made by each other, and where there is disagreement, state the reasons for disagreement.
- (4) If the landlord and tenants' committee do not reach consensus, then either party may refer the dispute to the Board.

Chapter 8: General Provisions

Section 34

- (1) Every tenant has the right:
 - a) to form and join a civic organisation; and
 - b) to participate in the activities and programmes of a civic organisation.

- (2) Every landlord has the right:
- a) to form and join a landlord's organisation;
 - b) to participate in the activities and programmes of a landlord's organisation.
- (3) Every civic and landlord's organisation has the right:
- a) to determine its own administration, programmes and activities;
 - b) to organise; and
 - c) to join a federation.

Section 35

- (1) A landlord or tenant must not:
- a) make a false representation regarding the official nature of a document;
 - b) intimidate, discriminate or retaliate against each other for exercising a right under the Act or these regulations;
 - c) refuse to accept a notice lawfully presented or sent to the other;
 - d) engage in oppressive or unconscionable conduct;
 - e) fail to comply with Board complaint procedures or an agreement concluded:
 - (i) with the Board; or
 - (ii) with each other through the Board's complaint procedures;
 - f) conduct an activity within a building which:
 - (i) is expressly prohibited under the lease, or ordinance, health and safety regulation or other law; or
 - (ii) unreasonably interferes with or limits the rights of a tenant to lawfully use and enjoy a dwelling;
 - g) advantage or promise a person benefits in exchange for him or her choosing to refrain from the exercise of a right under the Act or these

regulations or not participating in proceedings under the Act or these regulations.

- h) Nothing in this section precludes the parties to a dispute from concluding an agreement to settle a dispute.

Section 36

Sections 2(1)(c), (d), (e) and (f); 15(4),(5),(6) and (7); 24 and 26 of these regulations do not apply to a sublessor unless otherwise agreed to in a lease agreement by the sublessor and sublessee.

Section 37

(1) Any person who commits an unfair practice, or who contravenes or fails to comply with a provision of the Act or these regulations or with any direction, condition, requirement, determination or request under the Act or the regulations, is guilty of an offence.

(2) Upon conviction of an offence under subsection (1), a person may be liable to pay a fine not exceeding R50 000.00 or imprisonment for a period not exceeding three (3) years.

ALGEMENE KENNISGEWING

KENNISGEWING 4003 VAN 1997

BYLAE

Definisies

1. Behalwe wanneer die konteks op 'n ander betekenis dui, beteken—

“gemeenskaplike eiendom”, met betrekking tot 'n woning, in hierdie Regulasies—

- (a) die grond waarop die woning geleë is; en
- (b) daardie gedeeltes van die woning wat nie gereserveer is vir die tydelike gebruik deur 'n persoon nie;

“woning” 'n plek beset vir woondoeleindes behalwe—

- (a) 'n hotel of klub wat gelisensieer is kragtens 'n wet wat betrekking het op die beheer en voorsiening van sterk drank;
- (b) 'n losieshuis of ander instelling vir kamerhuurders of loseerders;

“hulsreëls” die reëls vir die beheer, bestuur, bedryf, handhawing en gebruik van 'n woning, insluitende die gemeenskaplike eiendom;

“verhuurder” 'n persoon wat regtens gemagtig is om 'n woning te verhuur en sluit die eienaar, verhuurder, onderverhuurder of agent van sodanige persoon in;

“verhuur” 'n huurkontrak wat, wanneer aangegaan, 'n huurder reg gee op die tydelike gebruik en plesier van 'n woning vir woondoeleindes in ruil vir die betaling van huur en “huurooreenkoms” het 'n dienooreenkomstige betekenis;

“onderhuurder” 'n persoon wat 'n huurooreenkoms aangegaan het met 'n onderverhuurder;

“onderverhuurder” 'n huurder wat 'n huurooreenkoms aangegaan het met 'n onderhuurder;

“huurder” 'n persoon wat 'n aanspraak het kragtens 'n skriftelike of mondelinge huurkontrak, en sluit 'n persoon in wat die woning betrek het ten tyde van die huurder of onderhuurder se dood, egskeding of verlating en wat verkies om gebind te wees deur die huurooreenkoms;

“die Wet” die Residensiële Verhuurder en Huurder Wet, 1997 (Wet No. 3 van 1997);

“onbillike praktyk” 'n daad of versuim deur 'n huurder of verhuurder wat strydig is met die Wet of hierdie Regulasies.

HOOFSTUK 1: HUUROOREENKOMSTE

Afdeling 1

'n Huurooreenkoms tussen 'n verhuurder en 'n huurder moet skriftelik wees, geteken deur beide partye en moet ten minste die volgende inligting bevat:

- (1) Die volle naam, fisiese adres en telefoonnommer van die verhuurder;
- (2) die volle naam van die huurder;
- (3) 'n beskrywing van die woning;
- (4) indien 'n deposito betaalbaar is—
 - (a) die bedrag;
 - (b) dat by beëindiging van die huurkontrak die deposito minus 'n bedrag verskuldig aan die verhuurder kragtens die huurkontrak aan die huurder terugbetaal moet word; en
 - (c) die verhuurder moet 'n kwitansie aan die huurder verskaf by ontvangs van die deposito;
- (5) die huurgeld betaalbaar, en die datum, plek en aan wie die betaling moet geskied;
- (6) die duur van die huurkontrak; en indien daar geen vaste termyn is nie, die opseggingstydperk wat vereis word vir die beëindiging;
- (7) die regte en verpligtinge van die verhuurder en die huurder, insluitende die bepalinge vervat in Afdeling 2 van hierdie Regulasies;
- (8) die doel waarvoor die woning deur die huurder gebruik moet word;
- (9) 'n gebrekelys van strukturele en ander gebreke in die woning, opgestel deur die huurder en goedgekeur deur die verhuurder, en aangeheg aan die huurooreenkoms nie meer nie as veertien (14) dae nadat die huurder die woning beset het;
- (10) die adresse van die verhuurder en die huurder vir alle skriftelike kennisgewings, hofdokumente en mededelings;
- (11) die maksimum getal persone geregtig om die woning te bewoon.

Afdeling 2

'n Huurooreenkoms moet ten minste die volgende bepalinge bevat met betrekking tot die regte en verpligtinge van die verhuurder en die huurder:

- (1) Die verhuurder moet—
 - (a) die woning aan die huurder oorgee in 'n geskikte toestand vir die doel waarvoor dit verhuur word;
 - (b) redelike stappe neem om te verseker dat die huurder onverstoorde gebruik van die woning geniet en dat geen huurder of ander persoon 'n aktiwiteit binne 'n woning beoefen wat uitdruklik deur die huurkontrak, of ordonnansie, gesondheids- en veiligheidsregulasies of ander wet verbied word nie;
 - (c) die gemeenskaplike eiendom in goeie orde en toestand in stand hou;

- (d) die buitekant van die woning, insluitende die mure en die dak, in goeie orde en toestand in stand hou;
 - (e) die elektriese bedrading en algemene loodgieterswerk in goeie orde en toestand onderhou en in stand hou;
 - (f) skade aan die woning of gemeenskaplike area wat deur redelike slytasie veroorsaak is, herstel.
- (2) Die huurder moet—
- (a) die woning gebruik op 'n behoorlike wyse waarvoor dit gehuur was;
 - (b) die woning in 'n skoon, netjiese en gesonde toestand in stand hou;
 - (c) nie meer as die maksimum getal persone wat in die huurooreenkoms gespesifiseer is toelaat om in die woning te woon nie;
 - (d) nie die eiendom onderverhuur aan enige ander persoon sonder die skriftelike toestemming van die verhuurder nie, welke toestemming nie op 'n onredelike wyse weerhou mag word nie;
 - (e) die binnekant van die woning in goeie orde en toestand in stand hou, insluitende alle vensters;
 - (f) rioleringspype, waterpype en afvoerpype wat met die woning verbind is en onder die beheer van die huurder is, vry van 'n obstruksie of blokkasie in stand hou;
 - (g) hom of haar weerhou daarvan om doelbewus of nalatig die woning of the gemeenskaplike area te beskadig, en moet sodanige skade herstel op die huurder se eie onkoste, behalwe waar skade ontstaan deur redelike slytasie;
 - (h) die woning terugbesorg in dieselfde toestand as waarin die huurder dit ontvang het, afgesien van redelike slytasie.

Afdeling 3

'n Bepaling in 'n huurooreenkoms sal ongeldig wees indien die bepaling—

- (1) aanspreeklikheid van een van beide die partye uitsluit weens versuim om 'n verpligting na te kom ingevolge die Wet, hierdie Regulasies, die huurooreenkoms of ander wet; of
- (2) buiten gevalle waarvoor in hierdie Regulasies voorsiening gemaak is, een van beide die partye beperk of verhoed om die normale regresreg teen die ander te gebruik weens die ander se versuim om te voldoen aan 'n verpligting ingevolge die Wet, hierdie regulasies, die huurooreenkoms of 'n ander wet; of
- (3) inmeng in een van beide die partye se reg tot vryheid van assosiasie, dit begrens, beperk, verhoed of op enige wyse benadeel en, in die besonder, die reg om aan te sluit by, deel te neem aan of te bedank van 'n huurders-, verhuurders- of burgerlike vereniging.

Afdeling 4

- (1) Partye moet eers die weë vir geskilbeslegting wat deur hierdie regulasies voorsien word, uitput, alvorens hulle hofverrigtinge instel.
- (2) Niks in hierdie regulasies verhoed partye om regstappe te neem waar regshulp dringend verlang word nie.

Afdeling 5

Die verhuurder moet die huuroorenkoms stempel en die huurder van 'n afskrif voorsien binne dertig (30) dae nadat die huurder die ooreenkoms geteken het.

Afdeling 6

'n Verhuurder moet nie—

- (1) die huurder toegang tot of volle gebruik van die woning ontsê alvorens hy of sy—
 - (a) die huurder skriftelik kennis van die breuk gegee het nie; en
 - (b) die huurder 'n redelike tydspanne gegee het om die breuk te herstel nie; en
 - (c) 'n geldige hofbevel hiertoe verkry het nie;
- (2) 'n hofgeding aan die gang sit om 'n woning terug te neem alvorens die tydspanne gemeld in die kennisgewing wat die huurkontrak beëindig, verval het nie.

Afdeling 7

Die regte en verpligtinge van die verhuurder en die huurder wat in hierdie hoofstuk uiteengesit is moet geld vir 'n verhuurder of huurder hetsy daar 'n skriftelike huuroorenkoms tussen hulle aangegaan is al dan nie.

HOOFSTUK 2: DEPOSITO'S

Afdeling 8

'n Verhuurder moet nie die betaling vereis van 'n deposito wat meer is as die eerste twee (2) maande se huurgeld nie en hoef nie rente te betaal op die depositobedrag nie.

Afdeling 9

Die depositokwitansie moet ten minste die volgende inligting bevat:

- (1) Die naam van die huurder;
- (2) die naam van die verhuurder;
- (3) die naam van die persoon wat die betaling in ontvangs neem;
- (4) die naam van die woning;
- (5) die bedrag deur die huurder betaal; en
- (6) die datum waarop die betaling gemaak is.

HOOFSTUK 3: HUURGELDE

Afdeling 10

- (1) 'n Verhuurder moet 'n kwitansie aan 'n huurder uitreik by betaling van die huurgeld, welke kwitansie ten minste die volgende inligting moet bevat:
 - (a) Die naam van die huurder;
 - (b) die naam van die verhuurder;

- (c) die naam van die persoon wat die betaling in ontvangs neem;
- (d) die naam van die woning;
- (e) die bedrag deur die huurder betaal;
- (f) die datum waarop die betaling gemaak is; en
- (g) die tydperk waarvoor betaal is.

Afdeling 11

Indien 'n huurder die huurgeld in 'n verhuurder se bankrekening deponeer sal die depositostrokie dien as die huurder se kwitansie.

Afdeling 12

'n Verhuurder moet ten minste twee (2) maande skriftelik kennis gee van 'n voorneme om die huurgeld te verhoog, en—

- (1) ingevolge 'n termynhuur moet die huurgeld nie meer gereeld as een maal in enige ses (6) maande-tydperk verhoog word nie; of
- (2) ingevolge 'n vaste termyn huurkontrak moet die verhoging voldoen aan die bepalings van die huurkontrak.

Afdeling 13

- (1) Waar 'n verhuurder, in optrede ingevolge 'n huurooreenkoms, kennis gee van 'n voorneme om die huurgeld te verhoog met meer as die jaarlikse verbruikersprysindeks en 'n huurder die verhoging onredelik ag, moet die verhuurder doelmatig met die huurder of huurderskomitee beraadslaag en poog om ooreenstemming met die huurder of huurderskomitee te bereik oor die bedrag van die verhoging.
- (2) Onderworpe aan onderafdeling (1) waar 'n verhuurder met 'n huurder of huurderskomitee beraadslaag aangaande sodanige huurverhoging, moet die verhuurder aan die huurder of huurderskomitee alle inligting verstrek wat die huurder of huurderskomitee in staat sal stel om doelmatig te kan beraadslaag.
- (3) Die verhuurder moet die huurder of huurderskomitee skriftelik in kennis stel indien inligting wat verstrek word vertroulik is.
- (4) Die verhuurder is nie verplig om inligting te verstrek wat—
 - (a) volgens wet bevoorregtend is nie;
 - (b) die verhuurder nie kan verstrek sonder oortreding van 'n verbod wat deur die wet of deur 'n hofbevel opgelê is nie;
 - (c) vertroulik is en, indien openbaar gemaak, wesenlike skade aan 'n huurder of die verhuurder kan versoorsoak nie;
 - (d) private persoonlike inligting rakende 'n huurder is nie, tensy sodanige huurder instem tot die openbaarmaking van die inligting.
- (5) Indien daar 'n geskil is aangaande welke inligting vir openbaarmaking ingevolge hierdie afdeling vereis word, mag 'n party tot die geskil die geskil na die Raad verwys.

- (6) Indien die verhuurder en die huurder of huurderskomitee nie in staat is om ooreenstemming te bereik oor die bedrag van die verhoging nie, mag een van beide partye die geskil na die Raad verwys.

Afdeling 14

Geen huurder mag betaling van huurgeld weerhou indien daar 'n geskil ingevolge 'n huurkontrak is alvorens die geskil eers na die Raad verwys is nie, behalwe soos voorsiening voor gemaak is ingevolge Afdelings 16 en 22 van hierdie Regulasies.

HOOFSTUK 4: VOORWAARDES, GEBRUIK EN INSTANDHOUDING

Afdeling 15

'n Verhuurder moet—

- (1) 'n woning verhuur wat ten tyde van die aanvang van die huurkontrak—
 - (a) in 'n toestand is wat nie neerkom op 'n oortreding van 'n ordonnansie, gesondheids- of veiligheidsregulasie of ander wet nie; en
 - (b) geskik is vir menslike verblyf;
- (2) alvorens 'n woning aan 'n persoon verhuur word, die woning nagaan ten einde te verseker dat, by redelike ondersoeking van die woning, die woning in 'n toestand is wat nie neerkom op 'n oortreding van 'n ordonnansie, gesondheids- of veiligheidsregulasie of ander wet nie;
- (3) aan 'n voornemende huurder te kenne gee dat 'n woning voldoen aan al die vereistes van die wet;
- (4) die woning onderhou en in stand hou ooreenkomstig alle ordonnansies, gesondheids- of veiligheidsregulasies of ander wet;
- (5) dienste verskaf nadat die verhuurder 'n voorlegging gemaak het of ingestem het dat hierdie dienste verskaf sal word gedurende die termyn of 'n gedeelte van die termyn van die huurkontrak;
- (6) binne 'n redelike tyd sodanige herstelwerk aanbring waarvoor die verhuurder verantwoordelik is soos deur die verhuurder geïdentifiseer tydens ondersoekings deur die verhuurder of na ontvangs van 'n skriftelike kennisgewing vanaf 'n huurder dat hierdie herstelwerk gedoen moet word; en
- (7) 'n huurder binne 'n redelike tyd vergoed vir die redelike koste van herstelwerk aangebring of betaal, of voorrade of dienste deur 'n huurder aangekoop as gevolg van die verhuurder se versuim om te voldoen aan 'n bepaling van die huurooreenkoms of ordonnansie, gesondheids- of veiligheidsregulasie of ander wet.

Afdeling 16

- (1) Indien 'n verhuurder versuim om die nodige herstelwerk te doen of om dienste te verskaf ingevolge 'n huurooreenkoms, moet die huurder—
 - (a) die verhuurder skriftelik verwittig om die gebrek of breuk binne 'n redelike tyd te herstel; en
 - (b) indien die verhuurder versuim om die gebrek of breuk betyds te herstel, die geskil na die Raad te verwys.

- (2) Indien die Raad nie in staat is om die geskil op te los nie, mag die huurder die herstelwerk laat doen of die dienste laat verskaf, en die redelike koste van die herstelwerk of die dienste aftrek van of verreken teen die huurgeld.

Afdeling 17

'n Verhuurder is geregtig daartoe om 'n woning binne te gaan en te ondersoek vir die doeleindes van onderhouds-, herstel-, of opknappingswerk, en om sodanige onderhouds-, herstel- of opknappingswerk aan te bring: Met dien verstande dat—

- (1) die huurder ten minste agt-en-veertig (48) uur kennis gegee word van die verhuurder se voorneme om 'n ondersoek van of werk aan die woning te onderneem, tensy sodanige ondersoek of werk weens noodgeval genoodsaak is;
- (2) 'n ondersoek of werk uitgevoer word op redelike tye; en
- (3) toegang tot die woning nie deur geweld verkry word nie tensy die onderhouds- of herstelwerk deur 'n noodgeval genoodsaak is en die huurder van 'n sluit-toestel gebruik gemaak het wat dit onmoontlik vir die verhuurder maak om toegang te verkry anders as deur geweld.

Afdeling 18

'n Verhuurder mag na redelike kennisgewing aan 'n huurder die huurder tydelik okkupasie van 'n woning ontsê indien dit nodig is om dringende of nodige herstelwerk aan die woning aan te bring, met dien verstande dat die huurder geregtig is om die woning te herbewoon na voltooiing van die herstelwerk.

Afdeling 19

'n Huurder wat tydelik okkupasie van 'n woning ontsê word onder die omstandighede beoog in Afdeling 18 is vrygestel van die verpligting om huurgeld te betaal gedurende die huurder se verplasing vanaf die woning.

Afdeling 20

'n Huurder moet, na redelike kennisgewing, die verhuurder toelaat om die woning binne te gaan gedurende redelike tye ten einde 'n persoon wat die woning wil huur of koop toe te laat om die woning te besigtig.

HOOFSTUK 5: NUTSDIENSTE

Afdeling 21

- (1) 'n Verhuurder wat water-, elektrisiteits- of gasdienste aan 'n huurder moet verskaf volgens wet of die uitdruklike of geïmpliseerde bepalings van 'n huurooreenkoms—
 - (a) moet sodanige dienste verskaf;
 - (b) moet nie die nie-voorsiening of onderbroke verskaffing van 'n diens aan 'n woning veroorsaak sonder 'n hofbevel nie, behalwe—
 - (i) in 'n noodgeval en met dien verstande dat die dienste hervat word onmiddellik nadat sodanige noodgeval opgehou het; of

- (ii) om onderhouds-, herstel- of opknappingswerk aan 'n gebou te doen kragtens Hoofstuk 1 en met dien verstande dat hierdie dienste hervat word onmiddellik nadat sodanige onderhouds-, herstel- en opknappingswerk gedoen is; of
 - (iii) waar 'n huurder die woning ontruim het; en
- (c) moet nie 'n huurder blootstel aan die risiko van die verlies van hierdie dienste deur te versuim om die diensverskaffer te betaal wanneer betaling verskuldig is nie.

Afdeling 22

- (1) Indien 'n verhuurder 'n huurder blootstel aan die risiko tot verlies ingevolge Afdeling 21 (1) (c) of die huurder ly 'n verlies moet die huurder—
- (a) die verhuurder skriftelik kennis gee om die gebrek of breuk binne 'n redelike tyd te herstel; en
 - (b) indien die verhuurder versuim om die gebrek of breuk betyds te herstel, die geskil na die Raad verwys.
- (2) Indien die Raad nie in staat is om die geskil te besleg in 'n geval waar die huurder se diensbetalings in die huurgeld ingesluit is nie, mag die huurder besluit om die diensverskaffer direk te betaal en die diensonkostes af te trek van of te verreken teen die huurgeld.

Afdeling 23

- (1) Indien 'n woning se dienste afsonderlik gemeet word, moet die verhuurder 'n huurder aanslaan vir die presiese dienste verbruik in die huurder se woning: Met dien verstande dat die huurder mag verkies om die plaaslike owerheid of diensverskaffer direk te betaal.
- (2) Indien 'n woning se dienste nie afsonderlik gemeet word nie, moet die verhuurder die toepaslike regulasie, verordening of ander wet nakom aangaande die bedrag wat van 'n huurder vereis mag word vir daardie dienste.
- (3) 'n Verhuurder moet diensfooie nie verhoog voordat 'n huurder ten minste een (1) maand skriftelike kennis gegee is van die voorneme om die dienskostes te verhoog nie.

Afdeling 24

- (1) Indien 'n woning afsonderlik gemeet word ten opsigte van dienskostes en betalings gevolglik aan die verhuurder gemaak moet word, moet die verhuurder 'n huurder voorsien van 'n maandstaat wat ten minste die volgende inligting bevat:
- (a) Die naam van die huurder;
 - (b) die naam van die verhuurder;
 - (c) die naam van die woning;
 - (d) die naam, adres en telefoonnommer van elke diensverskaffer;
 - (e) die vorige en huidige maand se meterlesings;
 - (f) die werklike verbruik van elke diens en die bedrae daarvoor gevra;

- (g) die totale betaling wat verskuldig is;
 - (h) die datum van die volgende meterlesing vir elke diens; en
 - (i) die agterstallige bedrag, indien enige.
- (2) Die verhuurder moet 'n kwitansie aan 'n huurder uitreik by ontvangs van betaling vir dienste. Indien die verhuurder versuim of weier om 'n kwitansie uit te reik, is die huurder daartoe geregtig om te weier om vir daardie dienste te betaal.
- (3) Die kwitansie vir die dienste moet ten minste die volgende bevat:
- (a) Die naam van die huurder;
 - (b) die naam van die verhuurder;
 - (c) die naam van die woning;
 - (d) die naam van die persoon wat die betaling in ontvangs neem;
 - (e) die bedrag wat deur die huurder betaal is;
 - (f) die datum waarop die betaling gemaak is; en
 - (g) die tydperk waarvoor die betaling gemaak is.
- (4) Indien 'n huurder betaal vir die dienste deur geld in 'n verhuurder se bankrekening te deponeer, verteenwoordig die depositostrokke die huurder se kwitansie.

HOOFSTUK 6: HUISREËLS

Afdeling 25

'n Verhuurder en huurders wat dieselfde woning bewoon mag 'n stel huisreëls aanvaar.

Afdeling 26

Die verhuurder, huurders en bewoners van 'n woning moet hulle hou by die huisreëls.

Afdeling 27

- (1) Binne sestig (60) dae nadat hierdie Regulasies gepromulgeer is, moet die verhuurder aan alle huurders dertig (30) dae skriftelik kennis gee om 'n vergadering by te woon teen 'n redelike tyd en op 'n redelike plek waar die verhuurder en huurders huisreëls mag voorstel.
- (2) Die verhuurder en huurders moet 'n notule van die verrigtinge van die vergadering hou, wat moet insluit—
- (a) die huisreëls wat deur die verhuurder voorgestel is;
 - (b) die huisreëls wat deur die huurders voorgestel is;
 - (c) die huisreëls waartoe deur die verhuurder en die huurders ooreengekom is; en
 - (d) omstrede voorstelle, indien enige.
- (3) Beide die verhuurder en twee persone wat die huurders verteenwoordig moet die notule onderteken.
- (4) Die verhuurder moet, op versoek en binne 'n redelike tyd, 'n huurder van 'n afskrif van die notule voorsien.

- (5) Indien die verhuurder en die huurders nie in staat is om tot instemming te kom oor 'n voorgestelde huisreël of 'n stel huisreëls nie mag een van beide partye die geskil na die Raad verwys.
- (6) Indien die Raad nie in staat is om die geskil by te lê nie mag die verhuurder huisreëls aanvaar met dien verstande dat sodanige huisreëls nie die huurder se regte kragtens die huurkontrak of 'n ander wet beperk nie.
- (7) Die verhuurder moet die huurder voorsien van 'n afskrif van die huisreëls, welke reëls deur die verhuurder en die huurder onderteken moet word, aangeheg moet word aan die huurooreenkoms, en daarna deel uitmaak van die huurkontrak.
- (8) Die huisreëls sal in werking tree by—
 - (a) voldoening aan die bepalings van onderafdeling (7); en
 - (b) die plasing van die huisreëls deur die verhuurder op 'n prominente plek in die gemeenskaplike eiendom van die woning.
- (9) Indien 'n verhuurder die huisreëls wil verander moet die verhuurder die huurders dertig (30) dae skriftelik kennis gee om 'n vergadering teen 'n redelike tyd en op 'n redelike plek by te woon ten einde die voorgestelde veranderinge te bespreek, en daarna die prosedures soos in hierdie afdeling uiteengesit, te volg.
- (10) Indien 'n huurder die huisreëls wil verander moet die huurder die verhuurder van die voorgestelde veranderinge verwittig. Die verhuurder moet dan binne tien (10) dae na ontvangs van hierdie voorstelle die huurders dertig (30) dae skriftelik kennis gee om 'n vergadering teen 'n redelike tyd en op 'n redelike plek by te woon ten einde die voorgestelde veranderinge te bespreek, en daarna die prosedures soos in hierdie afdeling uiteengesit, te volg.

Afdeling 28

'n Verhuurder moet—

- (1) persone wat 'n woning wil huur voorsien van 'n geskrewe afskrif van die huisreëls wat van krag is; en
- (2) 'n afskrif van die huisreëls wat deur die verhuurder en die huurder ten opsigte van die huurooreenkoms geteken is, aanheg, en wat daarna deel van die huurkontrak uitmaak.

HOOFSTUK 7: HUURDESKOMITEES

Afdeling 29

'n Huurderskomitee mag gestig word in 'n woning waar 'n verhuurder gemeenskaplik is tot meer as een huurder.

Afdeling 30

- (1) 'n Huurderskomitee moet verkies word deur 'n gewone meerderheid van huurders wat in die gebou woon en teenwoordig is by 'n vergadering wat jaarliks gehou word en bekend is as 'n algemene jaarvergadering.

- (2) Die huurder(s) wat die stigting van 'n huurderskomitee voorstel moet huurders 14 dae skriftelik kennis gee van hierdie vergadering en daarna moet die huurderskomitee huurders 14 dae skriftelik kennis gee van vergaderings.
- (3) Nie meer as 15 maande moet verloop tussen die datum van een algemene jaarvergadering en dié van die volgende nie.
- (4) 'n Huurderskomitee behoort voldoende verteenwoordigend te wees van die huurders in die woning.

Afdeling 31

'n Huurderskomitee mag—

- (1) by die woning vergader om sake te doen;
- (2) vergaderings reël soos dit nodig ag;
- (3) 'n huurder in 'n saak verteenwoordig wat die huurder se regte en belange kragtens 'n huurkontrak raak;
- (4) 'n funksie vervul waaroor daar tussen die huurderskomitee en die verhuurder ooreengekom is; en
- (5) 'n huurder verteenwoordig in verrigtinge voor die Raad.

Afdeling 32

'n Verhuurder of huurderskomitee mag sake wat die regte en belange van die verhuurder of 'n huurder kragtens 'n huurkontrak raak, aan mekaar voorlê vir beraadslaging en onderhandeling.

Afdeling 33

- (1) 'n Verhuurder of huurderskomitee moet doelmatig met mekaar beraadslaag en poog om ooreenstemming te bereik.
- (2) Die verhuurder en huurderskomitee moet mekaar tydens die beraadslaging 'n geleentheid gun om verhoë te rig en om alternatiewe voorstelle aan te voer.
- (3) Die verhuurder of huurderskomitee moet die verhoë of alternatiewe voorstelle wat deur mekaar gemaak is, oorweeg en daarop reageer, en waar daar 'n meningsverskil is die redes vir die meningsverskil uiteensit.
- (4) Indien die verhuurder en die huurderskomitee nie konsensus bereik nie, mag een van beide partye die geskil na die Raad verwys.

HOOFSTUK 8: ALGEMENE BEPALINGS

Afdeling 34

- (1) Elke huurder het die reg—
 - (a) om 'n burgerlike organisasie te stig of daarby aan te sluit; en
 - (b) om deel te neem aan die aktiwiteite en programme van 'n burgerlike organisasie.

- (2) Elke verhuurder het die reg—
- (a) om 'n verhuurdersorganisasie te stig of daarby aan te sluit;
 - (b) om deel te neem aan die aktiwiteite en programme van 'n verhuurdersorganisasie.
- (3) Elke burgerlike en verhuurdersorganisasie het die reg—
- (a) om sy eie administrasie, programme en aktiwiteite te bepaal;
 - (b) om te organiseer; en
 - (c) om by 'n federasie aan te sluit.

Afdeling 35

- (1) 'n Verhuurder of huurder moet nie—
- (a) 'n wanvoorstelling maak betreffende die amptelike aard van 'n dokument nie;
 - (b) mekaar intimideer, teen mekaar diskrimineer of wraak neem omdat 'n reg kragtens die Wet op hierdie Regulasies uitgeoefen is nie;
 - (c) weier om 'n kennisgewing in ontvangs te neem wat wettig aangebied of aan die ander gestuur is nie;
 - (d) betrokke raak in onderdrukkende of onredelike gedrag nie;
 - (e) versuim om te voldoen aan die Raad se klagteprosedures of 'n aangevane ooreenkoms—
 - (i) met die Raad nie; of
 - (ii) met mekaar deur die Raad se klagteprosedures nie;
 - (f) 'n aktiwiteit binne 'n gebou beoefen wat—
 - (i) uitdruklik verbied word kragtens die huurkontrak, of ordonnanse, gesondheids- of veiligheidsregulasie of ander wet nie; of
 - (ii) op 'n onbillike wyse inmeng met of die regte van 'n huurder beperk om 'n woning wettig te gebruik en te geniet nie;
 - (g) 'n persoon bevoordeel of voordele belowe in ruil vir sy of haar weerhouding daarvan om 'n reg kragtens die Wet op hierdie Regulasies uit te oefen of om nie deel te neem aan verrigtinge kragtens die Wet of hierdie Regulasies nie.
 - (h) Niks in hierdie afdeling belet die partye wat in 'n geskil betrokke is daarvan om 'n ooreenkoms te sluit ten einde die geskil te besleg nie.

Afdeling 36

Afdelings 2 (1) (c), (d), (e) en (f); 15 (4), (5), (6) en (7); 24 en 26 van hierdie regulasies is nie van toepassing op 'n onderverhuurder nie tensy andersins ooreengekom is in 'n huurkontrak deur die onderverhuurder en onderhuurder.

Afdeling 37

- (1) Enige persoon wat 'n onregverdige praktyk bedryf, of 'n bepaling van die Wet op hierdie Regulasies oortree of versuim om daaraan te voldoen of aan enige voorskrif, voorwaarde, vereiste, beslissing of versoek kragtens die Wet of die regulasies, is skuldig aan 'n oortreding.
- (2) By skuldigbevinding aan 'n oortreding kragtens onderafdeling (1), mag 'n persoon aanspreeklik wees vir die betaal van 'n boete van hoogstens R50 000 of tronkstraf vir 'n tydperk van hoogstens drie (3) jaar.

NOTICE 4003 OF 1997

ŠETULO

Ditlhalošišo

1. Mo melawaneng ye, ge e se ge kamano e laetša ka tsela ye nngwe-

“Setsha sohle” ge e amana le bodulo e ra :

- a) naga yeo ngwako o lego go yona; le
- b) dikarolo tša bodulo tšeo di sa beelwago tirišo ya lebakanyana ke motho.
“bodulo” bo ra lefelo leo le dirišetšwago madulo ka ntle le :

- a) hotele goba klapo ye e filwego laesense ka tlase ga molao wo o amago taolo le phepo ya bjala;
- b) ngwako wa go bota goba lefelo le lengwe la mabota goba bathwalwa.

“melao ya ngwako” e ra melao ya taolo, tshepedišo, boitshwaro, go lota le tirišo ya bodulo, go akaretšwa setsha sohle:

“monyenaga” e ra motho yoo a nago le tokelo ya molao ya go hiriša bodulo mme e akaretša monyebodulo, mohiriši, mohirišinyana goba moemedi wa motho yo mobjalo; “khiro” e ra khiro yeo ge e phethagaditšwe, e fago mohiri tirišo le boipshino bja bodulo mabapi le kago ka kananyo ya tefo ya rente mme

“kwanokhiro” e na le tlhathollo ya go swana;

“mohirišinyana” e ra motho yoo a tsenego kwanong ya khiro le mohiriši;

“mohiriši” e ra modudi yoo a tsenetšego kwano ya khiro le mohirišinyana;

“mohiri” e ra motho yoo a nago le tokelo ka tlase ga kwanokhiro ye e ngwadilwego goba ya molomo, mme e akaretša le motho yo a dulago lefelong la bodulo nakong ya lehu, tlhalo goba ngwego ya mohiriši goba mohirišinyana mme a kgethago go tlangwa ke kwanokhiro;

“Molao” e ra Molao wa Bodulo wa Benyenaga le Bahiri; wa 1997 (Molao No.3 wa 1997 (Residential Landlord and Tenant Act; 1997 (Act No.3 of 1997) le

“tirišo ye mpe” e ra tiro goba tlogelo ya mohiri goba monyenaga yeo e selago Molao goba melawana yekhwi.

Kgaolo 1 : Dikwanokhiro**Karolo 1**

Kwanokhiro gare ga monyenaga le mohiri e swanetše go ngwalwa, e saenwe ke mahlakore ka bobedi, mme e be le tshedimošo ye e latelago :

- (1) leina ka botlalo, atrese ya bodulo le nomoro ya mogala ya monyenaga;
- (2) leina ka botlalo la mohiri;
- (3) tlhaloso ya lefelo la bodulo;
- (4) ge dipositi e lefiwa:
 - a) seroto;
 - b) le gore mo phedišong ya khiro dipositi, go ntšhiwa le seroto se se kolotwago monyenaga ka tlase ga khiro, e swanetše go bušetšwa mohiri; le
 - c) monyenaga o swanetše go fa mohiri rasiti ge a amogela dipositi;
- (5) go swanetše go laetšwa rente ye e lefšago, le tšatšikgwedi le gore e lefše mang;
- (6) lebaka la khiro; gomme ge go se na le paka ye e beilwego, lebaka le le nyakegago la tsebišo ya phedišo;
- (7) ditokelo le mehola ya monyenaga le mohiri, go akaretšwa le dipeelano tše di lego ka go karolo 2 ya melawana yekhwī ;
- (8) lebaka leo bodulo bo swanetšego go dirišetšwa lona ke mohiri;
- (9) lenaneo la mafokodi a kago le mafokodi a mangwe mo bodulong, le le hlamilwego ke mohiri mme la amogelwa ke monyenaga, mme le swarišitšwe mo go kwanokhiro matšatši a a sa fetego a lesomenne (14) morago ga ge mohiri a se no tsena ka ntlong;
- (10) diatrese tša monyenaga le mohiri mabapi le ditsebišo ka moka tše di ngwadilwego, dingwalo tša kgorotsheko le dikgokagano;
- (11) palo ya maksimamo ya batho bao ba swanetšego go dula ka ngwakong woo.

Karolo 2

Bonnyane, kwanokhiro e swanetše go ba le dipeelano tše di latelago tše di amago ditokelo le mehola ya monyenaga le mohiri:

(1) Monyenaga o swanetše go:

- a) gafela mohiri bodulo bo le boemong bjoo bo loketšego mohola woo bo gafiwago ka wona;
- b) tšea dikgato tše maleba go kgonthiša gore mohiri o ba le tirišo ye e sa hlobaetšwego ke selo ya bodulo le gore go se be le mohiri goba motho yo mongwe yo a swarago tiro ka gare ga bodulo yeo e tlogago e ganwa thwii ka go kwanokhiro goba odinense, molawana wa maphelo le polokego goba molao wo mongwe;
- c) lota setsha sohle se le seemong se sebotse sa go loka;
- d) hlokomela bokantle bja ngwako, go akaretšwa mabota le tlhaka gore di dule di le seemong se sebotse sa go loka;
- e) hlokomela le go lota megala ya mohlakase le dipompo di le seemong se sebotse sa go loka;
- f) lokiša mo go senyegilego mo moagong goba setsheng sohle mo go hlotšwego ke go onala le go hlagala mo go letetšwego.

(2) Mohiri o swanetše :

- a) a diriše bodulo ka tshwanelo go ya ka lebaka leo a bo rentetšego lona;
- b) a hlokomele gore bodulo bo dula bo hlwekile, botšhephišitšwe le go ba seemong se se kgahlišago;
- c) a se dumelele palo ya go feta maksimumo ya batho bao ba laeditšwego mo go kwanokhiro ya go dula ka lefelong leo;
- d) a se hirišetše motho ofe goba ofe lefelo le ka ntle le tumelelo ye e ngwadilwego ya monyenaga, tumelelo yeo go hutšwago e ka se ganetšwe netle le lebaka;
- e) a hlokomele bokagare bja ngwako, go akaretšwa le mafastere, di be seemong se sebotse sa go loka.
- f) go hlokomela dipeipi tša kelelatšhila, dipeipi tša meetse le mesela tše di dirišwago malebana le bodulo mme di le ka tlase ga taolo ya mohiri, di se na tšhila goba thibano.

- (g) go efoga go senya bodulo goba setsha sohle ka maikemišetšo goba bošaedi, mme o swanetše go lokiša tshenyoye go ditshenyagalelo tša mohiri ka ntle le ge tshenyoye e hlotšwe ke konalo le go hlagala.
- h) go bušetša bodulo bo le seemong seo mohiri a bo hweditšego bo le ka sona, ka ntle le konalo le go hlagala mo go letetšwego.

Karolo 3

Peakanyetšo ya kwanokhiro e ka se be le maatla ge peakanyetšo :

- (1) e tlogela melato ya mahlakore ka mabedi ge a šitwa ke go sekegela mohola ofe le ofe ka tlase ga Molao, melawana yekhwī, kwanokhiro goba molao wo mongwe; goba
- (2) ka ntle le moo go beakanyeditšwego ka melawaneng yekhwī, e thibela goba e šitiša lehlakore lefe le lefe go diriša ditokelo tša mehleng tša go tsoma thušo godimo ga yo mongwe ka baka la go šitega ga yo mongwe go sekegela mohola ka tlase ga Molao, melawana yekhwī, kwanokhiro goba molao wo mongwe; goba
- (3) e tshwenyana le, e thibela, e ganetša, e šitiša goba ka tsela ye nngwe e nyatša tokelo ya tokologo ya kamano ya lehlakore le lengwe, tokelo ya go itswalanya, go kgatha tema goba go itokolla lekgotleng la bahiri, benyenaga goba la motse.

Karolo 4

- (1) Mahlakore a swanetše go fetša ditsela ka moka tša tharollo ya mathata tšeo di beakanyeditšwego ke melawana yekhwī pele ga ge ba tšwela pele ka dikgato tša kgorotsheko.
- (2) Ga go selo le se tee ka melawaneng ye se se thibelago mahlakore akhwī go tšea dikgato tša semolao moo kimologo e tšomegago ka bjako.

Karolo 5

Monyenaga o swanetše go tempa kwanokhiro mme a fe mohiri khopi lebakeng la matšatši a masometharo(30) morago ga ge mohiri a saenne kwano.

Karolo 6

Monyenaga ga a swanela go :

- (1) thibela mohiri phihlelelo go, goba tirišo ye e tletšego ya bodulo pele ga ge :
 - a) a efa mohiri tsebišo ye e ngwadilwego ya tlolo yeo ; le
 - b) go fa mohiri nako ye e bonalago yeo ka yona a kago lokiša mo a sentšego; mme

- c) a hwetša taelo ye e tšeditšwego ya molao malebana le seo.
- (2) thomiša ka dikgato tša kgorotsheko tša go amoga lefelo la bodulo pele ga lebaka leo le laeditšwego mo tsebišong ya go fediša khiro le feta.

Karolo 7

Ditokelo le mehola ya monyenaga le mohiri tšeo di beakantšwego mo kgaolong ye di swanetše go šoma go monyenaga goba mohiri go sa šetšwe goba kwanokhiro ye e ngwadilwego goba e sego ya ngwalwa e kwanetšwe gare ga bona.

Kgaolo 2 : Didipositi

Karolo 8

Monyenaga ga a swanela go nyaka tefo ya dipositi yeo e fetago ditefo tša dikgwedi tše pedi tša mathomo tša rente mme ga go nyakege gore a lefe tswalo mo serotong sa dipositi.

Karolo 9

Rasiti ya dipositi e swanetše go ba le tshedimošo ye e latelago :

- (1) leina la mohiri;
- (2) leina la monyenaga;
- (3) leina la motho yoo a amogelago tšhelete;
- (4) leina la lefelo la bodulo;
- (5) seroto se se lefilwego ke mohiri; le
- (6) tšatšikgwedi leo tefo e dirilwego ka lona.

Kgaolo 3 : Dirente

Karolo 10

- (1) Monyenaga o swanetše go ntšha rasiti ge mohiri a lefa rente ya gagwe, e lego rasiti yeo e nago le tshedimošo ye e latelago:
 - a) leina la mohiri;
 - b) leina la monyenaga;

- c) leina la motho yoo a amogelago tefo;
- d) leina la lefelo la bodulo;
- e) seroto se se lefilwego ke mohiri;
- f) tšatšilkgwedi leo tefo e lefilwego ka lona; le
- g) lebaka leo tefo e lefelwago lona.

Karolo 11

Ge mohiri a lefela rente ka akhaontong ya pankha ya monyenaga setlankane sa dipositi e tla ba rasiti ya mohiri.

Karolo 12

Monyenaga o swanetše bonnyane, a fe nothisi ya go ngwalwa ya kgwedi tše pedi (2) ya maikemišetšo a go oketša rente, mme

- (1) ka tlase ga khiro ya paka, gona rente ga se ya swanela go hlatlošwa kgafetšakgafetša go feta gatee mo pakeng ya dikgwedi tše seelago; goba
- (2) ka tlase ga paka ye e beilwego ya khiro, tlhatlošo e swanetše go sepelelana le dipeelano tša khiro.

Karolo 13

- (1) Moo monyenaga, a somago go ya ka kwanokhiro, a tsebiša maikemišetšo a go hlatloša rente ka seroto sa go feta sa ngwaga sa bareki mme mohiri a bona nke koketšo yeo ga se ya maswanedi, gona monyenaga o swanetše go rerišana ka mešogofela le mohiri goba le komiti ya bahiri mme a leke go fihlelela kwano le mohiri goba komiti ya bahiri mabapi le seroto sa koketšo.
- (2) Ka taolo ya karolo (1) moo monyenaga a boledišanago le mohiri goba komiti ya bahiri malebana le koketšo ya rente, monyenaga o swanetše go utollela mohiri goba komiti ya bahiri tshedimošo ka moka yeo e tlogo dumelela mohiri goba komiti ya bahiri go rerišana ka mešogofela.
- (3) Monyenaga o swanetše go tsebiša mohiri goba komiti ya bahiri ka go ngwala ge e le gore tshedimošo yeo e utollwago ke ya sephiri.
- (4) Monyenaga ga a gapeletšege go utolla tshedimošo yeo.

- a) e nago le kholo go yena molaong;
 - b) monyenaga a ka se e utollego ka ntle le go sela thibelo yeo e beilwego godimo ga monyenaga ke molao goba taelo ya kgorotsheko;
 - c) e lego ya sephiri, ge e utollotšwe, e kago hlola tshenyo ye kgolo godimo ga mohiri goba monyenaga;
 - d) e lego tshedimošo ya sephiri ye e amago mohiri, ka ntle le ge mohiri yoo a dumela gore tshedimošo yeo e utollwe.
- (5) Ge go na le phapano mabapi le gore ke tshedimošo efe yeo e swanetšego go utollwa ka tlase ga karolo ye, lehlakore la phapano ye le ka gafela phapano ye go Boto.
- (6) Ge monyenaga le mohiri goba komiti ya bahiri ba sa kgone go fihlelela kwano mabapi le seroto sa koketšo, gona lehlakore lefe le lefe le ka gafela phapano ye go Boto.

Karolo 14

Ga go mohiri yoo a ka se lefego rente ge go na le phapano ka tlase ga khiro ka ntle le go fetišetša phapano yeo go Boto, ge e se fela go ya ka moo go beakantšwego ka gona ka tlase ga dikarolo 16 le 22 tša melawana yekhwī.

Kgaolo 4 : Mabaka, Tšhomiso le Tlhokomelo

Karolo 15

Monyenaga o swanetše go :

- (1) hiriša bodulo bjoo mo mathomong a khiro:
 - a) bo lego seemong seo se sa tlolego *odinense*, molao wa maphelo goba polokego goba molao wo mongwe; mme
 - b) e loketše bodulo bja batho;
- (2) re pele ga go hirišetša motho bodulo, a lekodišiše bodulo go kgonthiša gore , tekolong ye e lebanego ya bodulo, bodulo bjoo bo seemong seo se sa swanego le go sela *odinense*, molao wa maphelo goba polokego goba molao wo mongwe;
- (3) laetša mohiri yo a letetšwego gore bodulo bjoo bo kgotsofatša dinyakwa ka moka tša molao;

- (4) hlokomela le go lota bodulo bjoo ka tshekegelo ya *diodinense*, melawana ya maphelo goba polokego goba molao wo mongwe;
- (5) aba ditirelo morago ga ge monyenaga a se no dira tlhagišo goba a dumetše gore ditirelo tše di tlo fiwa nakong ya paka goba karolo ya paka yeo ya khiri;
- (6) re mo lebakeng le sa fetšego pelo a dire ditokišo tše monyenaga a nago le maikarabelo a tšona bjalo ka ge di laeditšwe nakong ya tlhahlobo ke monyenaga goba ge a amogela tsebišo ya go ngwalwa go tšwa go mohiri gore a dire ditokišo tše; mme
- (7) A bušetše mohiri tšhelete ya gagwe nakong ye sa fetšego pelo mabapi le ditshenyagalelo tša go lokiša tše di dirilwego goba di lefetšwego, goba diphepo goba ditirelo tše di rekilwego ke mohiri ka baka la go šitega ga monyenaga go sekegela mabaka a kwanokhiro goba *odinense*, molawana wa maphelo le polokogelo goba molao wo mongwe.

Karolo 16

- (1) Ge monyenaga a šitwa ke go dira ditokišo tše di nyakegago goba go aba ditirelo ka tlase ga kwanokhiro, mohiri o swanetše :
 - a) go fa monyenaga tsebišo ya go ngwalwa gore a lokiše phošo yeo goba tlolo nakong ye e sa fetšego pelo; mme
 - b) ge monyenaga a palelwa ke go lokiša phošo yeo goba tlolo yeo ka nako, o fetišetša phapano go Boto.
- (2) Ge Boto e palelwa ke go rarolla phapano, mohiri a ka dira ditokišo tše goba ditirelo tše di phethilwego, mme a ntšha ditshenyagalelo tša gagwe tša ditokišo goba ditirelo go tšwa go, goba a di pataganya le rente.

Karolo 17

Monyenaga o na le tokelo ya go tsena le go hlahloba bodulo ka maikemišetšo a go hlokomela, go lokiša goba go mpshafatša, le go tšwetša pele tlhokomelo, tokišo le mpshafatšo tse bjalo ge fela:

- (1) mohiri a filwe tsebišo ya bonnyane, diiri tše masomenneseswai (48) mabapi le maikemišetšo a monyenaga a go nyaka go hlahloba goba go šoma bodulo bjoo, ka ntle le ge tlhahlobo ye bjalo goba modiro e le wa tšhoganetšo;
- (2) tlhahlobo goba modiro o dirwa lebakeng le le sa fetšego pelo; le
- (3) ge tseno ka bodulong e se ya kgapeletšo ka ntle le ge modiro wa go hlokomela goba go lokiša e le wa tšhoganetšo mme mohiri a dirišetše setlabele sa go notlela seo se dirago gore monyenaga a se kgone go tsena ka moo ka ntle le go gapeletša.

Karolo 18.

Monyenaga a ka thibela mohiri go diriša bodulo lebakanyana ka go mo tsebiša nako e sa le gona, ge go hlokega gore go phethwe ditokišo tša ka pele goba tše di nyakegago bodulong, ge fela mohiri a tla ba le tokelo ya go boela ka bodulong ge ditokišo di fedile.

Karolo 19

Mohiri yo a thibetšwego lebakanyana go dula ka bodulong ka tlase ga mabaka ao a ukangwego ka go Karolo 18 o lokolotšwe tlamegong ya go lefa rente nakong ya ge mohiri yoo a ntšhitšwe bodulong bjoo.

Karolo 20

Mohiri o swanetše, go ya ka tsebišo ye e kwalago, go dumelela monyenaga go tsena ka bodulong dinakong tše di swanetšego, go dumelela motho yo a ratago go renta goba go reka bodulo gore a lekole bodulo bjoo.

Kgaolo 5 : Ditirelokholo**Karolo 21**

- (1) Monyenaga yoo a swanetšego go abela mohiri ditirelo tša meetse, mohlakase goba gase ka molao goba ka dipeelano tše di beilwego goba di ukangwego kwanong ya khiri:
- a) o swanetše go aba ditirelo tše bjalo;
 - b) a se hlole tlhokego goba kgaotšo ya phepo ya tirelo go bodulo ka ntle le taelo ya kgorotsheko, ka ntle le :
 - i) tšhoganetšong, le gona gore ditirelo tše di thomišwe semeetseng morago ga ge tšhoganetšo yeo e fedišitšwe; goba
 - ii) go hlokomela, go lokiša goba go dira dimphafatšo moagong ka tlase ga Kgaolo 1 le gore ditirelo tše di thomišwa semeetseng morago ga ge go hlokomela, go lokiša le dimphafatšo di phethilwe; goba
 - iii) moo mohiri a tšwelego ka bodulong; mme
 - c) a se bee mohiri kotsing ya go loba ditirelo tše ka go šitwa ke go lefela moabaditirelo ge tefo e nyakega.

Karolo 22

- (1) Ge monyenaga a bea mohiri kotsinbg ya go loba ka tlase ga karolo 21(1) (c) goba mohiri a lahlegelwa gona mohiri o swanetše go :
 - a) ngwalela monyenaga tsebišo ya gore a lokiše phošo goba tlolo mo nakong ye e sa fetšego pelo; mme
 - b) a fetišetše ngongorego go Boto ge monyenaga a palelwa ke go lokiša phošo goba tlolo ka nako.
- (2) Ge Boto e palelwa ke go rarolla phapano yeo mo go yona ditefo tša ditirelo tša mohiri di tsentšwego ka renteng, mohiri a ka kgetha go lefa moabaditirelo thwii mme a ntšha ditshenyagalelo tša ditirelo go, goba a di pataganya le rente.

Karolo 23

- (1) Ge bodulo bo na le metara wa ditirelo wo o lego ka thoko, gona monyenaga o swanetše go bitša mohiri ditirelo tše di dirišitšwego fela ka bodulong bjoo ka ntle le ge mohiri a kgetha go lefa go bolaoditikologo goba moabaditirelo thwii.
- (2) Ge bodulo bo se na le metara wa bona ka thoko, monyenaga o swanetše go sekegela molao, molawana goba molao wo mongwe mabapi le seroto se se swanetšego go bitšwa mohiri mabap le ditirelo tšekhwi.
- (3) Monyenaga ga a swanela go oketša ditefo tša ditirelo ka ntle le go fa mohiri tsebišo ya go ngwalwa ya kgwedi e tee(1) ya maikemišetšo a go hlatloša ditefo tša ditirelo.

Karolo 24

- (1) Ge bodulo bo na le metara ka thoko wa ditefo tša ditirelo, tefo e swanetše go lefša monyenaga, mme monyenaga o swanetše go fa mohiri pego ya kgwedi ka kgwedi ye e nago le tshedimošo ye e latelago :
 - a) leina la mohiri;
 - b) leina la monyenaga;
 - c) leina la bodulo
 - d) leina, atrese le nomoro ya mogala ya moabaditirelo yo mongwe le yo mongwe;

- e) dipalo tša metara tša kgwedi ya go feta le yekhwī;
 - f) tirišo ya nnete ya tirelo ye nngwe le ye nngwe le diroto tše di bidišwego;
 - g) tefomoka ye e swanetšego go lefša;
 - h) tšatšikgwedi la palo ya metara ye e latelago ya tirelo ye nngwe le ye nngwe;
 - i) seroto sa mašalela, ge se le gona.
- (2) Monyenaga o swanetše go fa mohiri rasitri ge a lefela ditirelo. Ge monyenaga a ka šitwa goba a gana go ntšha rasiti, mohiri o na le tokelo ya go gana go lefela ditirelo tše.
- (3) Rasiti ya ditirelo e swanetše go ba le bonnyane, tše di latelago:
- a) leina la mohiri;
 - b) leina la rasetene;
 - c) leina la bodulo
 - d) leina la motho yoo a amogelago tefo
 - e) seroto se se lefilwego ke mohiri
 - f) tšatšikgwedi leo tefo e dirilwego ka lona;
 - g) paka yeo tefo e diretšwego yona.
- (4) Ge mohiri a lefela ditirelo ka go tsentšha ditšhelete ka akhaontong ya pankā ya monyenaga setlankane sa dipositi e ba rasiti ya mohiri.

Kgaolo 6 : Melao ya ngwako

Karolo 25

Monyenaga le bahiri ba ba dulago lefelong le tee ba ka bea melao ya ngwako.

Karolo 26

Monyenaga le bahiri le badudi ba lefelo la bodulo ba swanetše go sekegela melao yekhwī.

Karolo 27

- (1) Gare ga matšatši a masometshele(60) morago ga ge Melawana ye e goeleditšwe, monyenaga o swanetše go fa bahiri ka moka tsebišo ye e ngwadilwego ya matšatši a masometharo(30) ya go ba memela kopanong nakong le lefelong le maleba moo monyenaga le bahiri ba kago go šišinya melao ya ngwako.
- (2) Monyenaga le bahiri ba swanetše go ba le metsotso ya ditherišano tša bona kopanong ye, yeo e swanetšego go akaretša :
 - a) melao ya ngwako ye e šišintšwego ke monyenaga;
 - b) melao ya ngwako ye e šišintšwego ke bahiri;
 - c) melao ya ngwako ye e amogetšwego ke rasetene le bahiri; le
 - d) ditšhišinyo ka ga phapano, ge e le gona.
- (3) Bobedi monyenaga le batho ba babedi ba emelago bahiri ba swanetše go saenela metsotso.
- (4) Monyenaga o swanetše, ge a kgopelwa le gona nakong ye e lebanego, a fe mohiri khopi ya metsotso.
- (5) Ge monyenaga le bahiri ba sa kgone go kwana malebana le molao wa ngwako wo o šišintšwego, goba sete ya melao ya ngwako, gona lehlakore le goba lela le ka fetišetša phapano go Boto.
- (6) Ge Boto e šitwa ke go rarolla phapano ye, gona monyenaga a ka amogela melao ya ngwako ge fela melao ya mohuta woo e sa fokotše ditokelo tša mohiri ka tlase ga khiri goba molao o mongwe.
- (7) Monyenaga o swanetše go fa mohiri khopi ya melao ya ngwako, e lego melao yeo e swanetšego go saenelwa ke monyenaga le mohiri, mme e pataganywe le kwanokhoro, mme morago ga moo e be karolo ya khiri.
- (8) Melao ya ngwako e tla thoma go šoma ge :
 - a) dipeakanyetšo tša karolwana 7, di kgobokeditšwe le; mme
 - b) monyenaga a fega melao ya ngwako ye e bonalago gabotse lefelong le le bonalago mo go lefelo la bohle la bodulo.
- (9) Ge monyenaga a rata go fetiša melao ya ngwako, gona monyenaga o swanetše go fa bahiri tsebišo ya matšatši a masometharo (30) a gore ba tle kopanong nakong le lefelong le maleba go tlo rerišana ka ga diphetogo tšeo di šišintšwego, mme morago ga moo go latelwe ditshepedišo bjalo ka ge di beilwe mo karolong ye.

- (10) Ge mohiri a rata go fetola melao ya ngwako, gona mohiri o swanetše go tsebiša monyenagae mabapi le diphetogo tšeo a di šišinyago. Ke moo monyenaga lebakeng la matšatši a lesome(10) la go amogela ditšhišinyo tšeo a tlogo romela bahiri tsebišo ya matšatši a masometharo ya go tla kopanong nakong le lefelong le maleba go tlo rerišana ka ga ditšhišinyo tšeo, mme morago ga moo go tla latelwa ditshepedišo bjalo ka ge di beilwe karolong ye.

Karolo 28

Monyenaga o swanetše :

- (1) go fa motho yoo a ratago go renta bodulo khopi ya melao ye e ngwadilwego ya ngwako ye e šomago; mme
- (2) a swariše khopi ya melao yeo, yeo e swanetšego go saenwa ke monyenaga le mohiri go kwanokhiro, mme morago ga moo e tlo bopa karolo ya khiri.

Kgaolo 7 : Komiti ya Bahiri

Karolo 29

Komiti ya bahiri e ka hlongwa lefelong la bodulo moo monyenaga a hlokometšego bahiri ba go feta o tee.

Karolo 30

- (1) Komiti ya bahiri e swanetše go kgethwa ke bontši bja bahiri ba ba dulago ka mo moagong woo mme ba lego gona kopanong yeo e swarwago ngwaga ka ngwaga mme e tsebja ka la kopanokakaretšo ya ngwaga.
- (2) Mohiri/(bahiri) yo a šišinyago go hlomiwa ga komiti ya bahiri o swanetše go fa bahiri tsebišo ya matšatši a lesomenne a kopano ye mme ka morago ga fao Komiti ya bahiri e swanetše go fa bahiri tsebišo ya matšatši a lesomenne ka ga dikopano tšeo.
- (3) Go se ke gwa feta dikgwedi tša go feta tše lesomehlano gare ga tšatšikgwedi la kopanokakaretšo ya ngwaga le la ye e latelago.
- (4) Komiti ya bahiri e swanetše go ba le kemedi ye e akaretšago bahiri ba bodulo bjoo.

Karolo 31**Komoti ya bahiri e ka :**

- (1) kopano mmogo lefelong la bodulo go sekaseka ditaba tša yona;
- (2) rulaganya dikopano tša yona go ya ka moo e bonago go swanela;
- (3) emela mohiri tabeng yeo e amago ditokelo le dikgahlego tša bahiri ka tlase ga khiri
- (4) phetha modiro woo o kwanetšwego gare ga yona le monyenaga; mme
- (5) ya emela mohiri mo ditshepedišong tša Boto.

Karolo 32

Monyenaga goba komiti ya bahiri e ka hlagiša magareng a bona ditaba tšeo di amago ditokelo le dikgahlego tša monyenaga goba mohiri ka tlase ga khiri go hwetša dikeletšo le go rerišana.

Karolo 33

- (1) Monyenaga le komiti ya bahiri ba swanetše go swaragana ka mešogofela ka ditherišano gomme e leke go hwetša kwano.
- (2) Monyenaga le komiti ya bahiri ba swanetše go fana sebaka nakong ya ditherišano go tšweletša dipelaelo le go hlagiša ditšhišinyo tše dingwe.
- (3) Monyenaga goba Komiti ya bahiri e swanetše go hlokomela le go fetola dipelaelo goba ditšhišinyo tše dingwe tše di dirilwego ke bona, mme moo go nago le phapano, go fiwe mabaka a phano yeo.
- (4) Ge monyenaga le komiti ya bahiri ba sa fihlelele kwano, gona lehlokore lefe goba lefe le ka fetišetša phapano go Boto.

Kgaolo 8: Dipeakanyetšo tša kakaretšo**Karolo 34**

- (1) Mohiri yo mongwe le yo mongwe o na le tokelo ya:
 - a) go bopa le go ikamanya le lekgotla la motse; le
 - b) go kgatha tema mo ditirong le mananeon g a lekgotla la motse.

- (2) Monyenaga yo mongwe le yo mongwe o na le tokelo ya :
- a) go hlama le go tsenela mokgatlo wa benyenaga
 - b) go kgatha tema mo ditirong le mananeong a mokgatlo wa benyenaga.
- (3) Mokgatlo wo mongwe le wo mongwe wa motse le wa benyenaga o na le tokelo ya :
- a) go beakanya taolo , mananeo le ditiro tša wona;
 - b) go rulaganya; le
 - c) go tsenela federeišene.

Karolo 35

- (1) Monyenaga goba Mohiri ga a swanela go:
- a) fa bohlatse bja maaka malebana le sebopego sa semmušo sa sengwalo;
 - b) tšhošetša, go kgetholla goba go ipušetša godimo ga bangwe ge ba phethagatša tokelo ka tlase ga Molao goba melawana yekhwi;
 - c) gana go amogela tsebišo yeo e hlagišwago ka semolao goba e rometšwe go yo mongwe;
 - d) tsenela maitshwaro a go gatelela goba a go hloka letswalo;
 - e) šitwa go sekegela ditshepedišo tša dipelaelo tša Boto goba kwano yeo e fihletšwego:
 - (i) le Boto; goba
 - (ii) seng sa bona ka tsela ya ditshepedišo tša dipelaelo tša Boto;
 - f) sepediša tiro ka moagong woo yeo e :
 - (i) ganwago phatlalatša ka tlase ga khiro goba *odinense*, molawana wa maphelo le polokego goba molao wo mongwe; goba
 - (ii) tsenatseno ye e sego molaong yeo e fokotšago ditokelo tša mohiri gore a diriše le go ipshina ka bodulo.
 - g) holago goba e tshepišago motho dikholo kananyong ya gagwe goba ge a kgetha go ikgagantšha le tirišo ya tokelo ka tlase ga Molao goba melawana yekhwi goba go se kgathe tema mo ditshepedišong ka tlase ga molao goba melawana yekhwi.

- h) Ga go selo le se tee mo karolong ye se se thibelago mahlakore mo phapanong go fihlelela kwano ya go rarolla phapano yeo.

Karolo 36

Dikarolo 2(1) (c), (d), (e) le (f); 15 (4), (5), (6) le (7); 24 le 26 tša melawana yekhwi ga di ame mohirišinyana ge e se fela ge go kwanwe bjalo ka go kwanokhiro ke mohiriši le mohirišinyana.

Karolo 37

- (1) Motho mang le mang yoo a phethagatšago tirišo ye mpe, goba a selago goba šitwago go sekegela peakanyetšo ya Molao goba melawana yekhwi goba ditaelo, mabaka, dinyakego, peakanyo goba kgopelo ka tlase ga Molao goba melawana ye, o fegwa molato wa bosenyi.
- (2) Mabapi le go bonwa molato ka tlase ga karolwana (1), motho a ka lebanwa ke ke go lefa kotlo yeo e sa fetego R50 000.00 goba kgolego ya lebaka le sa fetego mengwaga ye meraro (3).

NOTICE 4003 OF 1997

ISHEJULI

Izincazelo

1 Kule mithetho, ngaphandle uma isimo sikhomba okunye -

"impahla yabantu" mayelana nezindlu zokuhlala isho:

- a) umhlaba lapho indlu yokuhlala yakhiwe khona; kanye
- b) nalezo zingxenyane zezindlu zokuhlala ezingamiselwe ukuba zisetshenziwe ngabantu okwesikhashana.

"indlu yokuhlala" isho indawo okuhlalwa kuyo njengekhaya ngaphandle:

- a) kwehhotela noma ikilabhu elinelayisense ngaphansi komthetho ophathelene nokuphathwa kanye nokunikezela ngotjwala;
- b) indlu yokubhoda noma esinye isikhungo sababhodayo noma abaqashileyo.

"imithetho yendlu" isho imithetho yokuphathwa, yokwengamela, yokuqhutshwa, yokugqinwa kanye neyokusetshenziswa kwendlu yokuhlala, okufaka phakathi impahla yabantu;

"umqashisi" usho umuntu onelungelo lokuqashisa indlu yokuhlala futhi kufaka phakathi umninindlu, umqashisi, oqashisela umqashisi noma osebenzela lowo muntu;

"ukuqashisa" kusho isivumelwano sokuqashisa, lapho kungenwe kuso, sigunyaza umqashi ukusebenzisa nokuthokozela okwesikhashana indlu yokuhlala ukuhlala kuyo ngokuyikhokhela irenti; futhi

"isivumelwano sokuqashisa/sokuqasha" sinencazelo ehambelanayo;

"umqashisi" usho umuntu ongene kusivumelwano sokuqasha nomqashi;

"umqashi" usho umuntu ongene kusivumelwano sokuqasha nomqashisi;

"umqashi" usho umuntu ongunya ngaphansi kwesivumelwano sokuqasha esibhaliwe noma esenziwe ngomlomo, futhi kufaka phakathi umuntu osahlale endlini yokuhlala ngesikhathi sokufa, sokuphela komshado noma ukwahlukana kwabashadile komqashi noma umqashi oqashisile kanye nalowo ovumela ukuboshwa isivumelwano sokuqasha;

"uMthetho" usho uMthetho ophathelene noMninindawo yoKuhlala noMqashi; 1997 (uMthetho nembe 3 ka-1997) futhi

"inqubo engafanele" isho isenzo noma ukungenzi komqashi noma umninindawo yokuhlala okuphambene nalo Mthetho noma le mitheshwana.

Isahluko 1: Isivumelwano Sokuqashisa/Sokuqasha**Isigaba 1**

Ivumelwano sokuqashisa/sokuqasha phakathi komninindawo nomqashi simele sibe ngesibhaliwe, sasayinwa ngawo womabili amaqembu futhi simele siqukathe okungenani le mininingwane elandelayo:

- (1) igama eliphelele nesibongo somninindawo, ikheli lendawo ahlala kuyo nembolo yocingo;
- (2) igama eliphelele nesibongo somqashi;
- (3) ukuchazwa kwesimo sendawo yokuhlala;
- (4) ukuba isibekelo siyakhokhwa na:
 - a) imali isiyonke ekhokhwa ngenyanga
 - b) ukuba uma isivumelwano sokuqasha/sokuqashisa siphela isibekelo emuva kokususwa kwezimali ezifanele ukukhokhelwa umninindawo ngaphansi kwalesi sivumelwano siphindiselwa kumqashi; futhi
 - c) umninindawo kufuze anikeze umqashi irisithi emuva kokwamukela kumqashi isibekelo;
- (5) irenti ekhokhwayo, usuku lokukhokha, indawo nomuntu okukhokhwa kuyena irenti;
- (6) isikhathi sesisonke sokusebenza kwesivumelwano sokuqasha; futhi uma isikhathi singanqunyiwe, isikhathi esidingekile sokunikeza inothisi yokuphelisa lesi sivumelwano;
- (7) amalungelo nezibopho zomninindawo nomqashi, kanye nemibandela equkethwe isigaba 2 sale mitheshwana;
- (8) inhloso umqashi okumele ayisebenzisele yona le ndlu yokuhlala;
- (9) uhla lwezici ngokwakhiwa kanye nezinye izici zale ndlu yokuhlala, olukhandwe umqashi futhi lwamukelwa umninindawo, futhi lwajotshelwa kusivumelwano phakathi kwamalanga ayishumi nane (14) emuva kokuba umqashi esangene kule ndlu yokuhlala;
- (10) amakheli yomninindawo neyomqashi lapho kuzothunyelwa khona amanonthisi abhaliwe, imibholo yenkantolo nokuchumana;
- (11) inani eliphezulu labantu abavunyelwe ukuhlala kule ndlu ngesikhathi esisodwa.

Isigaba 2

Ivumelwano sokuqashisa/sokuqasha kumele siqukathe okungenani le mithetho elandelayo mayelana namalungelo kanye nezibopho zomninindawo nomqashi:

(1) Umninindawo kumele:

- a) anikezele kumqashi indlu yokuhlala isesimoweni esivumela ukuba kungahlalwa kuyona;
- b) athathe izinyathelo ukuqinisekisa ukuba akaphazamiswa yilutho kule ndlu yokuhlala futhi akukho omunye umqashi noma umuntu owenza okuthize okungavunyelwa isivumelwano sokuqasha, noma umthetho, ezempilo kanye nomthetho wezokuphepha noma omunye umthetho;
- c) agqine indawo yabantu isesimoweni esamukelekile;
- d) agqine lingaphandle lendlu yokuhlala, kanye nezindonga nophahla, kusesimoweni esasmukelekile;
- e) agqine futhi alonde izintambo zikagezi nompompi basesimoweni sokusebenza;
- f) avuselele indlu yokuhlala noma indawo yabantu eseyoniwe ukusetshenziswa isikhathi eside.

(2) Umqashi kumele:

- a) asebenzise indlu yokuhlala ngendlela efanele ehambisana nokuqasha;
- b) agqine indlu yokuhlala isesimoweni sokuhloba, sokuhlazeka nesinobumpilo;
- c) angavumeli abantu abangaphezu kwenani elichazwe kusivumelwano sokuqasha ukuba bahlale kule ndlu ayiqashile;
- d) angayiqashisi futhi le ndlu noma ingxenye yayo komunye umuntu ngaphandle kwesivumelwano esibhalwe phansi umninindawo, lesi sivumelwano sinqatshelwe ngokungalungile;
- e) agqine lingaphakathi lendlu yokuhlala, kanye nawo onke amawindi, kusesimoweni esamukelekile;
- f) agqine ompompi bendle, ompompi bamanzi nabokumunca abasetshenziswa kule ndlu yokuhlala futhi ababhekwe umqashi bekhululekile noma bengavimbelekanga;

- g) angazifaki engozini yokumosa ngenhloso noma ngokunganakekeli indlu yokuhlala, noma indawo yabantu, futhi kumele alungise lokho konakala ngezindleko zakhe ngaphandle uma ngabe lokho konakala kudalwe ubukhona bendlu isikhathi eside;
- h) agqine indlu yokuhlala ikuleso simo ayithola ikuso, ukuguga kwezinto zendlu okusezingeni elifanele kulindelekile.

Isigaba 3

Umthetho kusivumelwano sokuqashisa/sokuqasha angeke usebenze uma lowo mthetho:

- (1) ungathwesi icala noma yiliphi iqembu ngokwahluleka kwalo ukulandela izibopho ezilawulwa yilo Mthetho, le mitheshwana, isivumelwano sokuqashisa/sokuqasha noma omunye umthetho; noma
- (2) ngaphandle kwalapho kumiselwe khona le mitheshwana, inciphisa noma ivimbela noma iliphi iqembu ukusebenzisa amalungelo ajwayelekile ukubalekela elinye iqembu ngenxa yokwahluleka kwelinye iqembu ukulandela isibopho esingaphansi kwalo Mthetho, le mitheshwana, lesi sivumelwano sokuqasha/sokuqashisa noma imuphi omunye umthetho;
- (3) ukhubaza, unciphisa, unqabela noma uvimbela noma ngayiphi indlela noma ubandlulula ilungelo lelinye iqembu lenkululeko yokuhlangana futhi, ikakhulukazi, ilungelo lokujoyina, elokubamba ixhaza noma elokwesula ukuba yilungu lenhlangano yabaqashi, yabaqashisi noma inhlango yabosomadolobha.

Isigaba 4

- (1) Womabili amaqembu kumele aqale ngokunquma udaba lwawo ngokulandela yonke le mitheshwana engayisananga enkantolo.
- (2) Akukho kule mitheshwana okuvimbela womabili amaqembu ukuyisana enkantolo uma udaba ludinga ukunqunywa ngokushesha.

Isigaba 5

Umninindawo kumele ashaye isivumelwano sokuqashisa/sokuqasha ngesigxivizo esisemthethweni bese enikeza umqashi ikhophi emuva kwezinsuku ezingamashumi amathathu (30) umqashi esayine lesi sivumelwano.

Isigaba 6

Umninindawo akumele:

- (1) enqabele umqashi ungena noma ukusebenzisa ngokuphelele indlu yokuhlala ngaphandle kokuqala;

- a) ngokunikeza umqashi inothisi ebhaliwe yokwep hulwa; futhi
 - b) ngokunikeza umqashi isikhathi esanele sokulungisa ukwep hulwa kwesivumelana; futhi
 - c) ngokuthola incwadi yasekantolo ngalokhu.
- (2) aqale izinqubo zenkantolo ukuthola indlu yakhe ngaphambi kokuphela kwesikhathi esishiwo kunothisi ephelisa isivumelwano sokuqasha.

Isigaba 7

Amalungelo nezibopho ezibophelela umninindawo nomqashi ezichazwe kule sahluko kumele zisebenze kumninindawo nakumqashi ngisho noma umqashisi nomqashi sebengenile noma abangenile kusivumelwano sokuqashisa/sokuqasha.

Isahluko 2: Isibekelo

Isahluko 8

Umninindawo akumele adinge ukuba kubhadalwe isibekelo semali engaphezulu ngezinyanga ezimbile (2) semali yerenti ekhokhwa ngenyanga futhi akudingekile akhokhe inzalo yemali yesibekelo.

Isigaba 9

Ilisithi yesibekelo kumele iqukathe okungenani lemininingwane elandelayo:

- (1) igama lomqashi;
- (2) igama lomninindawo;
- (3) igama lomuntu okubhadalwa kuye isibekelo;
- (4) igama lendlu yokuhlala;
- (5) imali eyabhadalwa umqashi; futhi
- (6) usuku okwabhalwa ngalo le mali

Isahluko 3: Imali yerenti

Isigaba 10

- (1) Umninindawo kumele anikeze umqashi ilisithi ngesikhathi ekhokha irenti, leyo lisithi kumele iqukathe okungenani le mininingwane elandelayo:
 - a) igama lomqashi;
 - b) igama lomninindawo;

- c) igama lomuntu okubhadalwa kuye isibekelo;
- d) igama lendlu yokuhlala;
- e) imali eyabhadalwa umqashi;
- f) usuku okwabhadalwa ngalo le mali; futhi
- g) isikhathi imali eyabhadalelwa sona.

Isigaba 11

Uma umqashi wendlu efaka irenti ebhukwini lasebhengi lomqashisi, ilisithi yokufaka imali izoba yilisithi yokukhokha irenti komqashi.

Isigaba 12

Umninindawo kumele anikeze umqashi inothisi ebhaliwe yokukhuliswa kwerenti isikhathi okungenani esiyizinyanga ezimbili (2), futhi

- (1) ngaphansi kokuqasha kwesikhathi esithize, irenti akumele ikhuliswe kaningi kunakanye ngesikhathi sezinyanga eziyisithupha (6); noma
- (2) ngaphansi kweikhathi sokuqasha esinqunyiwe, ukukhuliswa kwerenti kumele kuvumelane nemibandela yesivumelwano.

Isigaba 13

- (1) Uma umninindawo, esebenzisa isivumelwano sokuqashisa/sokuqasha, enikeza inothisi yenhloso yokukhulisa irenti ngaphezu kwezinga lokukhokhisa abathengi futhi umqashi ebona ukuba irenti ikhuliswe ngokungafanele, lapho-ke umninindawo kumele abonisane kabanzi nomqashi noma nekomidi labaqashi futhi azame ukufinyelela kusivumelwano nomqashi noma nekomidi labaqashi ngenani lemali okuzokhuliswa ngalo irenti.
- (2) Ngokwesigatshana (1) lapho umninindawo ebonisana kabanzi nomqashi noma nekomidi labaqashi mayelana nalokhu kukhuliswa kwerenti, umninindawo kumele aveze obala phambi komqashi noma ikomidi labaqashi yonke imininingwane ezokwenza umqashi noma ikomidi labaqashi ukuba bakhone ukubonisana kabanzi.
- (3) Umninindawo kumele azise umqashi noma ikomidi labaqashi ngokubathumelela incwadi ebhaliwe uma imininingwane enekwe obala izoba yisufuba.
- (4) Umninindawo akavunyelwe ukuveza obala imininingwane:
 - a) eyilungelo ngokomthetho;
 - b) umninindawo engeyiveze obala ngaphandle kokwaphula umthetho

othweswe umninindawo wumthetho noma wumlayezo wenkantolo;

- c) eyisifuba futhi, engamisa kabi kakhulu umqashi noma umninindawo;
 - d) eyimininingwane yangasese yobuntu mayelana nomqashi, ngaphandle uma umqashi ekuvuma lokho kusakazwa kwemininingwane.
- (5) Uma kukhona ukungaboni ngasolinye ngokuba yimuphi umniningwane okudingeka usakazwe ngaphansi kwalesi sigaba, iqembu eliphathelene nalokhu kungavumelani lingedlulisela isikhalo kuBhodi.
- (6) Uma umninindawo nomqashi noma ikomidi labaqashi bengafinyeleli kusivumelwano ngenani lemali okungakhuliswa ngalo irenti, lapho-ke noma iliphi iqembu lingedlulisela isikhalo kuBhodi.

Isigaba 14

Akukho umqashi ongahlala engakhokhi imali yerenti uma kukhona isikhalo ngaphansi kwesivumelwano sokuqashisa/sokuqasha ngaphandle kokuqala ngokuthumela isikhalo sakhe kuBhodi, ngaphandle njengoba kumisiwe ngaphansi kwesigaba 16 na-22 zale mitheshwana.

Isahluko 4: Izimo. Ukusetshenziswa noKugginwa

Isigaba 15

Umninindawo kumele:

- (1) aqashise ngendlu yokuhlala leyo ekuqaleni kokusebenza kwesivumelwano sokuqashisa/sokuqasha:
 - a) isesimoweni esingaphuli umthetho, ezempilo noma imitheshwana yezokuvikela noma omunye umthetho; futhi
 - b) ikulungele ukuba kuhlalwe kuyo;
- (2) ngaphambi kokuqashisela umuntu indlu yokuhlala, ayihlole indlu yokuhlala ukuqinisekisa ukuba, emuva kokuyihlole indlu yokuhlala, indlu yokuhlala ayikho esimoweni sokwaphulwa komthetho, ezempilo noma imitheshwana yezokuvikela noma omunye umthetho;
- (3) ethule kulowo ofuna ukuqasha indlu yokuhlala ukuba indlu yokuhlala iyahlangabezana nezidingo zomthetho;
- (4) agqine futhi apha the indlu yokuhlala ngokwayo yonke imithetho, ezempilo noma imitheshwana yezokuvikela noma omunye umthetho;
- (5) anikeze izinkonzo emuva kokuba umninindawo esenze isethulo noma esevumile ukuba lezi zinkonzo zizonikezwa ngesikhathi noma ngengxenye yesikhathi

sesikhathi sokuqashiswa;

- (6) emuva kwesikhathi esilingene alungise lezo zindawo esimelwe ukulungiswa umninindawo ezitholwe ngesikhathi sohlolo olwenziwe umninindawo noma emuva kokuba umqashi enikeze umyalo wokulungisa okuthile; futhi
- (7) abhadale izindleko zomqashi emuva kwesikhathi esincane uma umqashi evuselele okuthize, noma izinto noma izinkonzo ezikhokhelwe umqashi ezidaleke ngokwahluleka kumninindawo ukulandela imibandela yesivumelwano sokuqashisa/sokuqasha noma umthetho, ezempilo noma imitheshwana yezokuvikela noma omunye umthetho.

Isigaba 16

- (1) Uma umninindawo ehluleka ukuvuselela okuthize noma ukunikeza izinkonzo ezithize ngaphansi kwesivumelwano sokuqashisa/sokuqasha, umqashi kumele:
 - a) ethule kumninindawo inothi ebhaliwe ukuba alungise okonakele noma avale ukwaphula kakhe umbandela esikhathini esifushane; futhi
 - b) uma umninindawo ehluleka ukulungisa noma ukuvala ukwaphula kakhe umbandela esikhathini esifushane, edlulisele isikhalo sakhe kuBhodi.
- (2) Uma leli Bhodi lehluleka ukuqqa le nkinga, umqashi angenza okusemandleni akhe ukuba kulungiswe okonakele noma izinkonzo zinikezwe, futhi abes ususa imali yezindleko zokulungisa noma zokunikeza izinkonzo kumali yerenti noma azenze zibe yirenti.

Isigaba 17

Umninindawo unelungelo lokungena futhi ahlole indlu yokuhlala ngenhloso yokugqina, ukulungisa noma ukuvuselela, futhi enze ukugqinwa, ukulungiswa, noma ukuvuselelwa, kuphela nje uma:

- (1) umqashi enikezwe okungenani inothi yamahora angemashumi amane (48) ngenhloso yomninindawo yokwenza uhlolo noma umsebenzi endlini eqashisiwe, ngaphandle uma lokho kwenza uhlolo noma umsebenzi kungokuphuthumayo;
- (2) lolo hlolo noma lowo msebenzi wenziwa ngesikhathi esifanele; futhi
- (3) lokho kungena endlini eqashiweyo kungenziwa ngokusebenzisa amandla ngaphandle uma lowo msebenzi wokugqinwa noma wokulungiswa kungophuthumayo futhi nomqashi esebenzise into yokukhiya eyenza kube nzima ukuba umninindawo angene ngaphandle kokusebenzisa amandla.

Isigaba 18

Umninindawo emuva kokunikeza umqashi inothi ngesikhathi esifanele angenqabela umqashi ukusebenzisa indlu eqashiweyo okwesikhashana uma kukhona isidingo

- a) anikeze umninindawo inothisi ebhaliwe ukulungisa okanakele noma ukuvala ukwaphula isivumelwano ngesikhathi esifushane; futhi
 - b) uma umninindawo ehluleka ukulungisa okanakele noma ukuvala ukwaphula isivumelwano ngesikhathi esifushane, edlulisele isikhalo sakhe kuBhodi.
- (2) Uma leli Bhodi lehluleka ukuqaqa le nkinga ezimoweni lapho irenti ekhokhwa umqashi ifaka phakathi nokunikezelwa kwezinkonzo, umqashi angenza okusemandleni akhe ukuba akhokhele umnikezeli walezi zinkonzo yena ngokwakhe futhi abese ususa imali yezinkonzo yalezi nkonzo kumali yerenti noma azenze zibe yirenti.

Isigaba 23

- (1) Uma indlu eqashiweyo inemitha layo yodwa lokubala ukusetshenziswa kwalezi zinkonzo, umninindawo kumele akhokhise umqashi wendlu imali yezinkonzo ngenani alisebenzisile kule ndlu: kuphela nje uma umqashi wendlu anganquma ukukhokhela isigungu sendawo esiphethe noma umnikezeli wenkonzo yena ngokwakhe.
- (2) Uma indlu ingenalo imitha lokubala ukusetshenziswa kwezinkonzo, umninindawo kumele alandele iziphakamiso, imitheshwana noma imithetho efanele mayelana nenani lemali okumele libizwe umqashi ngalezi zinkonzo.
- (3) Umninindawo akanalungelo lokukhulisa inani lemali ebizwa ngokusetshenziwa kwezinkonzo ngaphandle kokunikeza umqashi inothisi ebhaliwe okungenani yenyanga yinye (1) ngenhloso yokukhulisa inani lemali yokusetshenziswa kwezinkonzo.

Isigaba 24

Uma indlu eqashiweyo inemitha layo yodwa lokubala ukusetshenziswa kwalezi zinkonzo futhi ngalokho-ke inkokhelo ibhadalwa kumninindawo, umninindawo kumele anikeze umqashi wendlu isitatimende njalo ngenyanga esiqukethe okungenani lemininingwane elandelayo:

- a) igama lomqashi wendlu;
- b) igama lomninindawo;
- c) igama lale ndlu;
- d) igama, ikheli nenombolo yocingo yamunye ngamunye umnikezeli nkonzo;
- e) izibalo zenyanga edlule nezayona lena;
- f) inani langempela elisetshenzisiwe lenkonzo ngayinye kanye nemali ebiziwe ngalokho kusetshenziswa;

- g) isamba semali seyiyonke okumele ikhokhwe;
 - h) usuku olulandelayo lokufundwa kwezibalo zemitha; futhi
 - i) nenani lemali engakhokhiwe, uma ikhona.
- (2) Umninindawo kumele anikeze umqashi wendlu ilisithi emuva kokukhokhela izinkonzo. Uma umninindawo ehluleka noma enqaba ukukhipha ilisithi, umqashi wendlu unelungelo lokwenqaba ukukhokhela izinkonzo.
- (3) Ilisithi yokukhokhelwa kwezinkonzo kumele iqukathe okungenani lokhu okulandelayo:
- a) igama lomqashi;
 - b) igama lomninindawo;
 - c) igama lomuntu okubhadalwa kuye isibekelo;
 - d) igama lendlu yokuhlala;
 - e) imali eyabhadalwa umqashi; futhi
 - f) usuku okwabhadalwa ngalo le mali; futhi
 - g) isikhathi imali eyabhadalwa sona.
- (4) Uma umqashi wendlu efaka irenti ebhukwini lasebhangi lomqashisi, ilisithi yokufaka imali izoba yilisithi lomqashi wendlu.

Isahluko 6: Imithetho yeZindlu

Isigaba 25

Umninindawo nomqashi wendlu abahlala endlini yinye bangahlala imithetho yokusebenzisa indlu.

Isigaba 26

Umninindawo, abaqashi bezindlu nabahlala ezindlini zokuhlala kumele balandele imithetho yokusebenzisa indlu.

Isigaba 27

Phakathi kwezinsuku ezingamashumi ayisithupha (60) uma le mitheshwana isimemezelwe, umninindawo kumele anikeze bonke abaqashi bezindlu zakhe inothisi yezinsuku ezingamashumi amathathu (30) ebhaliwe ukuba beze emhlanganweni ngesikhathi nendawo efanele lapho umninindawo nabaqashi bezindlu bengaphakamisa khona imithetho yokusebenzisa izindlu.

- (2) Umninindawo nabaqashi bezindlu kumele bagqine amaminithi alokho okwakhulunywa kulo mhlango, okumele afake phakathi lokhu:
 - a) imithetho yokusetshenziswa kwezindlu ephakamiswe umninindawo;
 - b) imithetho yokusetshenziswa kwezindlu ephakamiswe abaqashi bezindlu;
 - c) imithetho yokusetshenziswa kwezindlu eyamukelwa umninindawo nebaqashi bezindlu; futhi
 - d) neziphakamiso okungavunyelwananga ngazo, uma zikhona.
- (3) Bobabili umninindawo nabantu ababili abemele abaqashi bezindlu kumele basayine la maminithi.
- (4) Umninindawo kumele, uma eceliwe futhi ngesikhathi esifushane, ethulele abaqashi bezindlu ikhophi yala maminithi.
- (5) Uma umninindawo nabaqashi bezindlu bengakhoni ukuvumelana ngesiphakamiso somthetho wokusetshenziswa kwendlu noma uhla lwemithetho lapho-ke noma iliphi iqembu lingedlulisela isikhalo salo kuBhodi.
- (6) Uma leli Bhodi lehluleka ukuqqa le nkinga lapho-ke, umninindawo angasithatha isiphakamiso somthetho wokusetshenziswa kwezindlu kuphela nje uma umthetho wokusetshenziswa kwendlu unganciphisi amalungelo omqashi wendlu ngaphansi kwemibandela yesivumelwano sokuqasha indlu noma omunye umthetho.
- (7) Umninindawo ethulele abaqashi bezindlu ikhophi lalesi siphakamiso somthetho wokusetshenziswa kwezindlu, le mithetho okumele isayinwe umninindawo nabaqashi bezindlu, kumele inanyatheselwe kusivumelwano sokuqasha indlu, futhi ngalokho-ke leli khophi seliyingxenye yesivumelwano.
- (8) Imithetho yokusetshenziswa kwezindlu iqala ukusebenza uma:
 - a) isiphakamiso sesigatshana 7, sesilandelwe; futhi
 - b) umninindawo esebeke imithetho yokusetshenziswa kwezindlu ebhalwe ngokubonakalayo endaweni esetshenziswa yibo bonke abaqashi endaweni yabo bonke abantu kule zindlu zokuhlala.
- (9) Uma umninindawo efuna ukuguqula imithetho yokusetshenziswa kwezindlu, umninindawo kumele anike abaqashi bezindlu inothi ebhaliwe yezinsuku ezingamashumi amathathu (30) ukuza emhlanganweni ngesikhathi nendawo efanele ukuzoxoxisana ngeziphakamiso zezinguquko, futhi emuva kwalokho kulandelwe izinqubo ezihlelwe kulesisigaba.
- (10) Uma umqashi efuna ukuguqula imithetho yokusetshenziswa kwezindlu asize umninindawo ngezinguquko afuna ukuzenza. Umninindawo kumele phakathi

esiphuthumayo noma ukulungisa okufanele kulungiswe kule ndlu eqashiweyo, kuphela nje uma umqashi egunyaziwe ukubuyela endlini ayiqashile emuva kokuqedwa ukulungiswa.

Isigaba 19

Umqashi okishwe okwesikhashana endlini ayiqashile ngaphansi kwemibandela echazwe kusigaba 18 ukhululiwe ezibopheni zokukhokhela leyo ndlu irenti ngesikhathi esakhishwe okwasikhashana kuleyo ndlu.

Isigaba 20

Umqashi kumele, emuva kokunikezwa inothisi esikhathini esifanele, avumele umninindawo ukuba angene endlini ayiqashile ngezikhathi ezifanele ukuvumela umuntu ofuna ukurenta noma ukuthenga indlu yokuhlala ukuba ayibuke.

Isahluko 5 Izinkonzo Zokusiza

Isigaba 21

- (1) Umninindawo okumele anikeze abaqashi bezindlu amanzi, izinkonzo zikagezi noma zikagesi ngokomthetho noma ngokushiwo noma ngokuqondwa yimibandela yesivumelwano sokuqashisa/sokuqasha:-
 - a) kumele anikezele ngalezi zinkonzo;
 - b) akumele adale ukunganikezwa noma ukunikezwa ngezikkhawu kwezinkonzo kwabaqashi bezindlu ngaphandle komyalo wenkantolo, ngaphandle:
 - (i) uma kunesimo esiphuthumayo futhi kuphela nje uma ukunikezelwa kwezinkonzo kuphinde kuqala ngokushesha emuva kokudamba kwesimo esibucayi; noma
 - (ii) kokwenza unako, ukulungisa noma ukuvuselela endlini ngokwesahluko 1 futhi kuphela nje uma lezi zinkonzo ziphinde ziqala emuva kokwenziwa kwalolo nako, ukulungisa noma ukuvuselela; noma
 - (iii) kwalapho umqashi wendlu eseyishile indlu; futhi
 - c) akumele abeke umqashi engozini yokulahlekelwa ukunikezwa lezi zinkonzo ngokwahluleka ukukhokhela umnikezeli wezinkonzo uma engakazikhokheli izinkonzo.

Isigaba 22

Uma umninindawo ebeka engozini umqashi wendlu yokulahlekelwa ngaphansi kwesigaba 21(1)(c) noma umqashi wendlu elahlekelwa lapho umqashi wendlu kumele:

kwezinsuku eziyishumi (10) ethole isaziso ngalezi nguquko eziphakamiswayo anike abaqashi bezindlu inothisi ebhaliwe yezinsuku ezingamashumi amathathu (30) ukuza emhlanganweni ngesikhathi nendawo efanele ukuzoxoxisana ngeziphakamiso zezinguquko, futhi emuva kwalokho kulandelewe izinqubo ezihlelwe kulesisigaba.

Isigaba 28

Umninindawo kumele:

- (1) anikeze abantu abafuna ukuqasha izindlu zakhe ikhophi elibhaliwe lemithetho yokusetshenziswa kwezindlu esebenzayo; futhi
- (2) anamathisele ikhophi elibhaliwe lemithetho yokusetshenziswa kwezindlu, okumele lisayinwe umninindawo nomqashi wendlu ngesivumelwano sokuqashisa/sokuqasha futhi, emuva kwalokho, eliba yingxenye yesivumelwano.

Isahluko 7: Ikomidi Labaqashi bezindlu

Isigaba 29

Ikomidi labaqashi bezindlu lingasungulwa endaweni yokuhlala lapho kuqashwe khona izindlu ezingaphezu kwenye.

Isigaba 30

- (1) Ikomidi labaqashi bezindlu kumele limiswe ngevoti yeningi elejwayelekile labaqashi abakulesi sakhiwo futhi abakhona emhlanganweni obanjwa njalo ngonyaka futhi owaziwa ngokuthi umhlangano owejwayelekile waminyaka yonke.
- (2) Umqashi noma abaqashi abaphakamisa ukusungulwa kwekomidi yabaqashi kumele banikeze abaqashi inothisi ebhaliwe yezinsuku eziyishumi nane (14) ngalomhlangano futhi okulandela lapho ikomidi labaqashi kumele linikeze abaqashi inothisi ebhaliwe yezinsuku eziyishumi nane yemihlangano.
- (3) Akuvunyelwe ukuba kwedlule izinyanga eziyishumi nanhlanu phakathi kosuku lomhlangano owejwayelekile waminyaka yonke kanye nalowo olandelayo.
- (4) Ikomidi labaqashi kumele ukuba limele onke amalungu abaqashi kulesi sakhiwo.

Isigaba 31

Ikomidi labaqashi:

- (1) lingahlangana kulesi sakhiwo ukuqhuba imisebenzi yalo;
- (2) lingaqhuba imihlangano yalo njengoba libona;

- (3) lingemela umqashi odabeni oluthinta amalungelo noma izimfuno zomqashi ngapahansi kwesivumelwano;
- (4) lingenza umsebenzi elivumelene ngawo nomninindawo, futhi
- (5) lingemela umqashi uma kuqulwa icala lakhe kuBhodi.

Isigaba 32

- (1) Umninindawo nekomidi labaqashi kumele babambe iqhaza ekubonisaneni kabanzi bonke futhi bazame ukufinyelela kusivumelwano.
- (2) Umninindawo nekomidi labaqashi kumele banikane ithuba ngesikhathi sokubonisana ukwenza izethulo nokuletha iziphakamiso ezahlukile.
- (3) Umninindawo nekomidi labaqashi kumele banake futhi baphakamele izethulo noma ezinye iziphakamiso ezenziwe ngelinye iqembu, futhi lapho kunesidingo, basho izizathu zokungavumelani.
- (4) Uma umninindawo nekomidi labaqashi bangafinyeleli kusivumelwano, lapho noma iliphi iqembu lingayisa lolu daba kuBhodi.

Isahluko 8: Iziphakamiso Ezejwayelekile

Isigaba 34

- (1) Bonke abaqashi banelungelo:
 - a) lokubamba noma lokujoyina inhlango yosobudolobha; futhi
 - b) lokubamba iqhaza kumisebenzi nezinhlelo zenhlango yosomadolobha.
- (2) Bonke abaninizindawo banelungelo:
 - a) lokubamba noma lokujoyina inhlango yabaninizindawo; futhi
 - b) lokubamba iqhaza kumisebenzi nezinhlelo zenhlango zabaninizindawo.
- (3) Zonke inhlango zasomadolobha nezabaninizindawo zinelungelo:
 - a) lokuzinqumela ukuziphatha, izinhlelo nemisebenzi yazo;
 - b) ukubuthana; futhi
 - c) nokujoyina inyunyana.

Isigaba 35

(1) Umninindawo noma umqashi akumele:

- a) enze izethulo ezingelo iqiniso mayelana nesimo esisemthethweni sombhalo;
- b) esabise, abandlulule noma aziphindisele komunye ngokuqhuba ilungelo lakhe ngaphansi kwalo Mthetho noma le mitheshwana;
- c) enqabe ukwamukela inothisi enikezwe ngokomthetho noma ethunyelwe komunye;
- d) azibandakanye nesinyathelo sokujivaza noma esingamukeleki;
- e) ehluleke ukulandela izinqubo zesikhalo kuBhodi noma nesivumelwano esesithathweni:
 - (i) neBhodi; noma
 - (ii) ngabo bobabili ngezinqubo zesikhalo kuBhodi;
- f) enze umsebenzi kusakhiwo:
 - (i) ongavumelekile ngaphansi kwesivumelwano, noma umthetho, imithetho yezempilo nezokuphepha noma omunye umthetho;
 - (ii) ophazamisana noma onciphisa amalungelo omqashi ekusebenziseni ngokomthetho noma ekuzithokoziseni ngale ndlu;
- g) ukubeka ebuhleni noma ekwethembiseni inzuzo umuntu ngokwethembisana naye ukukhetha ukungalisebenzisi ilungelo lakhe ngaphansi kwalo Mthetho noma le mitheshwana noma ukungabambi iqhaza kuzinqubo ngaphansi kwalo Mthetho noma le mitheshwana.
- h) Akukho kulesi sigaba okushiya ngaphandle amaqembu ukuphisisana nokuphethwa kwesivumelwano sokuqasha inkinga.

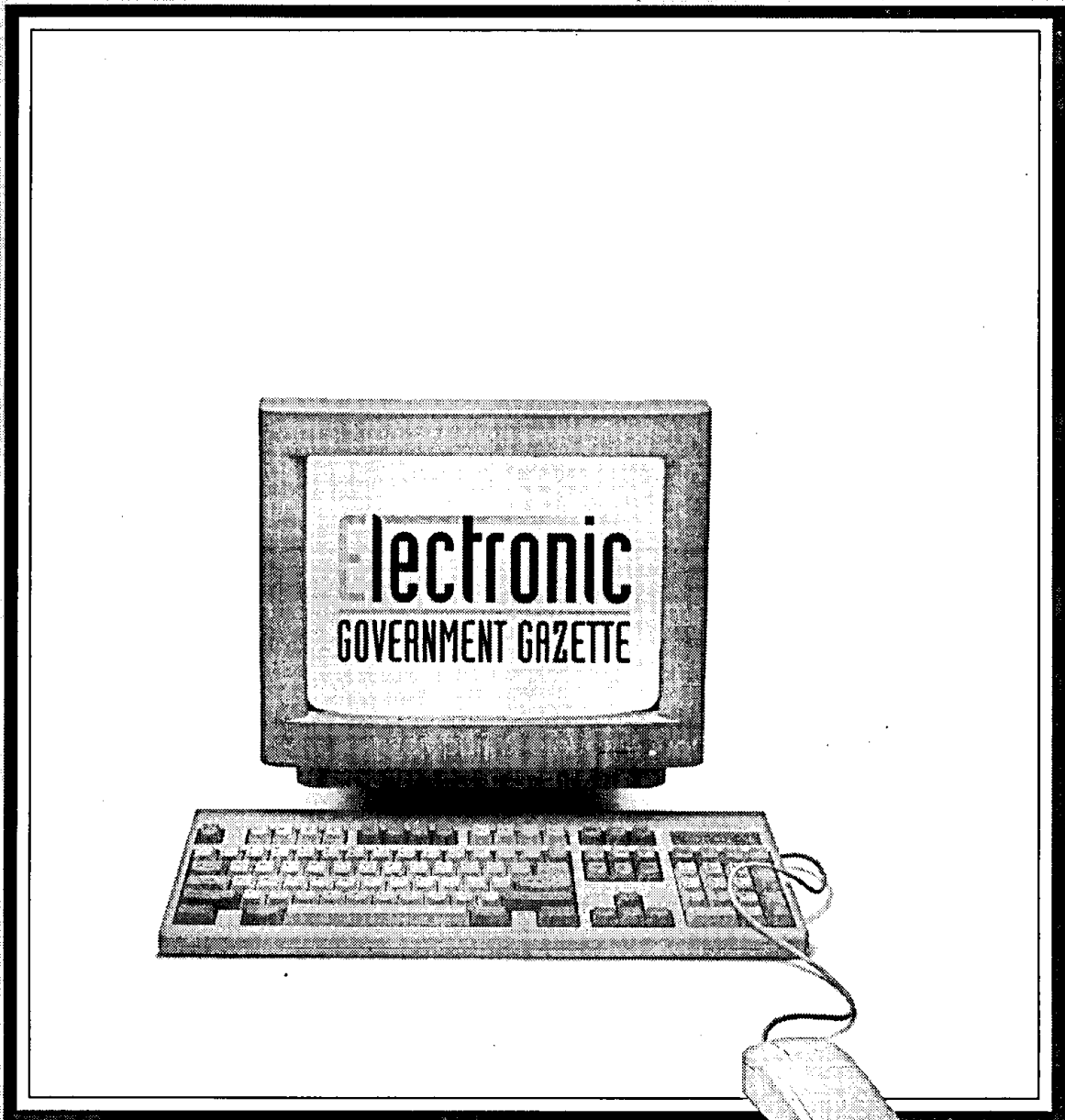
Isigaba 36

Izigaba 2(1)(c), (d), (e) no-(f); 15(4), (5), (6) no-(7); 24 no-26 zalemitheshwana azisebenzi kubaqashi abaqashisile futhi ngaphandle uma isivumelwano sokuqashisa/sokuqasha sikuvumela lokho phakathi komqashi osaqashisile nomqashi wakhe.

Isigaba 37

- (1) Wonke umuntu owenza okuphambene nokulunga, noma owaphula noma ohluleka ukulandelana neziphakamiso zalo Mthetho noma zale mitheshwana noma isiyalelo, isidingo, isiphelelo noma isicelo ngaphansi kwalo Mthetho noma kwale mitheshwana uzothweswa icala.

- (2) Emuva kokugwetshwa ngaleli cala ngaphansi kwesigatshana (1), isephulamthetho sizobhadala inhlawulo engekho ngaphezu kuka-R50 000, 00 noma aboshwe iminyaka engedluli kwemithathu (3).



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