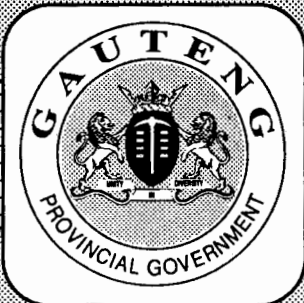



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Prevention is the cure		0800 012 322
		DEPARTMENT OF HEALTH

CONTENTS

<i>No.</i>	<i>Page</i>	<i>Gazette</i>
<i>No.</i>	<i>No.</i>	<i>No.</i>
GENERAL NOTICES		
4003 Rental Housing Act (50/1999): Rental Housing Tribunal Procedural Regulations, 2001	3	124
4004 do.: Unfair Practices Regulations, 2001	17	124
4005 Housing Act (107/1997): Indebtedness extinguished in terms of section 14(4)(g).....	30	124

GENERAL NOTICES

NOTICE 4003 OF 2001 DEPARTMENT OF HOUSING

RENTAL HOUSING ACT, 1999
(ACT NO. 50 OF 1999)

RENTAL HOUSING TRIBUNAL PROCEDURAL REGULATIONS, 2001

The Member of the Executive Council responsible for housing in the Province of Gauteng has under section 15 (1) of the Rental Housing Act, 1999 (Act No. 50 of 1999), made the regulations in the Schedule.

SCHEDULE

Definitions

1. In these regulations, any expression that is defined in the Act has the same meaning, unless the context otherwise indicates, and –

“**complainant**” means a person who lodges a complaint with the Tribunal, and such a complaint falls within the jurisdiction of the Tribunal;

“**mediation**” means a process in terms of which a Tribunal member, a member of staff, or a nominee of the Tribunal assists parties to resolve a dispute;

“**party**” means a person who is participating in mediation or any other dispute resolution mechanism provided by the Tribunal;

“**register**” means the register contemplated in section 13(8) of the Act;

"respondent" means a person against whom a complaint has been lodged with the Tribunal;

"the Act" means the Rental Housing Act, 1999 (Act No. 50 of 1999); and

"unfair practices regulations" means the unfair practices regulations made under section 15(1)(f) of the Act.

Lodging complaints

2. (1) Complaints lodged with the Tribunal must be in writing and must be in the prescribed form appearing in Schedule 1 to the regulations.
- (2) Complaints must be lodged –
 - (a) by mail to the Office of the Tribunal;
 - (b) at the relevant Rental Housing Information Office within the jurisdiction of the local authority in which the dwelling is situated;
 - (c) at the office of the Tribunal; or
 - (d) by facsimile to the Office of the Tribunal, confirmation of successful transmission is proof of receipt of the complaint.
- (3) A complaint is deemed to be lodged on the date upon which the Tribunal receives the complaint.

Jurisdiction

3. If a complaint is not within the jurisdiction of the Tribunal, as determined by the staff of the Tribunal, the Tribunal must –
 - (a) notify the complainant in writing within thirty (30) days of the receipt of the complaint that the Tribunal cannot act on the matter;
 - (b) advise the complainant that he or she may within thirty (30) days of the date of such notification make a request for the Tribunal to review the decision on jurisdiction;
 - (c) re-consider its decision on jurisdiction as soon as possible after receipt of a request contemplated in sub regulation (b) and notify the complainant in writing of the outcome thereof; and

- (d) where possible be given a referral to the appropriate forum within thirty (30) days of receipt of the complaint.

Processing of complaints

4. The Tribunal must take the following steps in respect of any complaint lodged with it –

- (a) open a file,
- (b) allocate a file reference number to the complaint; and
- (c) provide an acknowledgement of receipt to the complainant containing the reference number.

Resolution of Disputes

5. (1) If the Tribunal determines that the complaint does not relate to a dispute in respect of a matter which may constitute an unfair practice or that no relief could be provided, the Tribunal must-

- (a) notify the complainant in writing within thirty (30) days, that the Tribunal will take no action;
- (b) if possible, furnish the complainant with a referral to the appropriate forum, and
- (c) record the disposition and closure of the matter in the register.

(2) The Tribunal must ensure that mediations and hearings are conducted in a language that all the parties concerned can comprehend and for this purpose, the Tribunal will provide the services of an interpreter, if necessary.

Mediation

6. (1) The mediation process must be conducted as follows -

- (a) prior to the commencement of mediation proceedings the mediator must explain to the parties that the mediation process is confidential;
- (b) the mediator must at the outset inform the parties that the mediator merely acts as a facilitator in trying to resolve the dispute between them and that the decision to be arrived at will be the decision of the parties and not that of the mediator;

- (c) the mediator must inform the parties that –
 - (i) each party will be given an opportunity to state their case;
 - (ii) each party can at any stage of the mediation recess into a caucus, in another room or office;
 - (iii) the mediator may with the consent of the parties attend a caucus and make suggestions and proposals; and
 - (iv) the mediator may convey any proposal, attitude or indication or suggestion stemming from a caucus to the other party;
 - (d) the mediator must conduct mediation only in those disputes in which he or she can be impartial with respect to all of the parties and the subject matter of the disputes;
 - (e) the mediator must disclose to the parties actual or potential conflicts of interest and must not mediate in any such dispute between the parties;
 - (f) where a mediator is barred from mediating due to a conflict of interest, the mediator must suspend the mediation and request the Tribunal to appoint another mediator, upon which the Tribunal must as soon as practicable appoint a substituting mediator to continue with the mediation;
 - (g) if at any time the mediator is of the opinion that a party to mediation is unable to understand and participate fully in the mediation due to any reason, the mediator must suspend the mediation for a period not longer than thirty (30) days and at the same time recommend that the party concerned obtain appropriate assistance in order to continue with the mediation; and
 - (h) if the party fails to obtain assistance within the prescribed period as contemplated in sub regulation (1)(g) the mediation must be regarded as having failed.
- (2) The mediator must attempt to obtain testimony or documents voluntarily, which the mediator determines is necessary, from a person not party to the mediation and record in the file all efforts made to obtain the information.
- (3) The Tribunal may authorise a subpoena in the prescribed form contained in Schedule 2 where testimony or documents contemplated in sub regulation (2) cannot be obtained voluntarily.

(4) Mediation must be completed within thirty (30) days from commencement thereof.

(5) If mediation is not completed within the prescribed period of thirty (30) days, then the mediation may be extended, with the consent of the Tribunal, for a period not exceeding thirty (30) days. No further extension is possible and mediation must be regarded as having failed if it is not completed within the prescribed period or extended period.

(6) The parties must not be coerced in any manner to reach agreement.

(7) If the mediation results in an agreement it must be reduced to writing, and signed by all the parties and the mediator. Before requesting the parties to sign the agreement, the mediator must ensure that each party fully understands the agreement, is entering into it freely and voluntarily, and understands the effects of sections 13(12) and 13(13) of the Act.

(8) If any of the parties request that the agreement must be made a ruling of the Tribunal, the mediator must submit the signed agreement to the Tribunal accompanied by such request. If the other party, or the majority of parties where there are more than two parties, agrees with the request, the Tribunal must grant the request. If any other party opposes the request, the Tribunal must grant all parties the opportunity to make submissions to the Tribunal in support of their respective views. The Tribunal must consider the submissions and decide to grant or refuse the request.

(9) If no request as contemplated in sub regulation (8) is made, the mediator must submit the signed agreement to the staff of the Tribunal.

(10) If any party to a dispute, which was resolved by an agreement reached through mediation and that was not made a ruling of the Tribunal, alleges that the other party breached the agreement, that party may seek relief by reporting the allegations to the Tribunal in writing.

(11) Upon receipt of a report contemplated in sub regulation (10), the Tribunal must conduct an investigation into such allegations to determine whether the terms of the agreement are being adhered to, or not. If non-compliance is found to exist, the Tribunal must make the agreement a ruling of the Tribunal.

Powers, duties and functions of inspectors and administrative staff

7. (1) Inspectors appointed in terms of section 11 of the Act have the following powers, duties and functions –
- (a) conduct routine building inspections and provide written inspection reports when requested to do so by the Tribunal and staff members;
 - (b) trace and contact property owners from information held by the Registrar of Deeds or local authority;
 - (c) consult with complainants and respondents and record all the information received;
 - (d) obtain sworn statements from disputing parties and other parties concerned;
 - (e) give evidence before the Tribunal when requested to do so;
 - (f) obtain or examine copies of all books and documents, which may be relevant to a case;
 - (g) contact any local authority to determine arrears in rates and taxes owed in respect of a dwelling;
 - (h) investigate the legal status of residents when illegal subletting is alleged to be occurring;
 - (i) deliver notices and other documentation to the relevant parties involved in a dispute;
 - (j) obtain copies of all receipts in respect of a dwelling, which is the subject of a complaint;
 - (k) obtain from any Rental Housing Information Office established under the Act, any reports concerning inquiries and complaints received as contemplated under section 13(3)(a) of the Act;
 - (l) provide any information and produce any reports or documents concerning an inspection conducted, which may have bearing on a complaint;
 - (m) serve subpoena -
 - (i) by handing a true copy to such person personally; or
 - (ii) by leaving a copy thereof at the place of residence or business of the said person with the person apparently in charge of the premises at the time of delivery, being a person apparently above the age of 16 years; or
 - (iii) by delivering a copy thereof at the place of employment of the said person to some person apparently above the age of 16 years and apparently in authority over him or her; or

- (iv) in the case of a corporation or company, by delivering a copy to a responsible employee thereof at its registered office or its principal place of business, within the jurisdiction of the Tribunal, or where there is no such employee willing to accept service, by affixing a copy to the main door of such office or place of business; or
 - (v) where any partnership, firm or voluntary association is to be served, service must be effected in the manner referred to in paragraph (ii) at the place of business of such partnership, firm or voluntary association.
 - (n) assist the Tribunal in conducting any preliminary inquiry to provide a complete record of all relevant information acquired through inspections and investigations;
 - (o) deliver written recommendations of the Tribunal to a party against whom action will be taken for non-compliance with the Unfair Practices Regulations; and
 - (p) do anything in the reasonable execution of functions and duties required by these regulations, the Act or the Tribunal.
- (2) Administrative staff appointed in terms of section 11 of the Act have the following powers, functions and duties -
- (a) receive written complaints, open files and enter particulars of complaints in the register;
 - (b) review complaints and screen complaints in respect of the jurisdiction of the Tribunal and advise complainants accordingly in writing;
 - (c) conduct preliminary investigations;
 - (d) keep records about the status of complaints and the outcomes thereof;
 - (e) receive and carry out the instructions of the Tribunal and prepare the necessary documentation for the Tribunal;
 - (f) schedule mediation and Tribunal hearings and notify parties about the place, date and time of such hearings in writing; and
 - (g) mechanically record proceedings in mediation and Tribunal hearings.

Failure to respond or refusal to participate

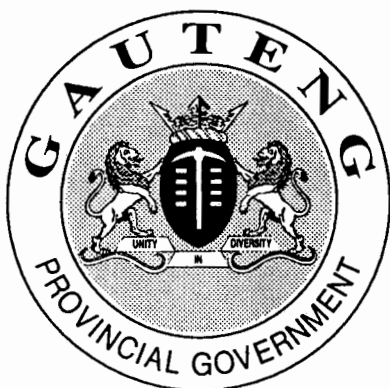
8. If a respondent who is alleged to have engaged in an unfair practice does not respond, within five (5) days, to inquiries by the staff of the Tribunal when the complaint is initially lodged or if the respondent refuses to participate in an effort to resolve the matter, the Tribunal may proceed to investigate and determine whether there has been a violation of the unfair practices regulations, and to make a ruling which is just and fair in the circumstances.

General

9. Mediation proceedings and hearings of the Tribunal must be recorded mechanically.

Short title

10. These regulations are called the Rental Housing Tribunal Procedural Regulations, 2001.



**GAUTENG DEPARTMENT OF HOUSING
RENTAL HOUSING TRIBUNAL**

Schedule 1

COMPLAINT FORM FOR THE RENTAL HOUSING TRIBUNAL

FOR OFFICIAL USE

REFERENCE No:

A. PARTICULARS OF COMPLAINANT

SURNAME:
FORENAMES (S):
NAME OF ASSOCIATION (S):
ID NUMBER:
BUSINESS /RESIDENTIAL ADDRESS (FLAT NAME, ROOM NO, STREET NAME):
POSTAL ADDRESS:
BUSINESS TELEPHONE NO:
HOME TELEPHONE NO:
FAX NUMBER:

B. DETAILS OF DWELLING

NUMBER OF UNITS IN BUILDING (IF APPLICABLE):
NUMBER OF TENANTS LIVING IN THE DWELLING:
LOCATION OF DWELLING:

C. PARTICULARS OF TENANT/LANDLORD COMMITTEE MEMBERS

NAME:		
CONTACT NUMBER:	TEL:	FAX:
DWELLING NUMBER:		
NAME:		
CONTACT NUMBER:	TEL:	FAX:
DWELLING NUMBER:		
NAME:		
CONTACT NUMBER:	TEL:	FAX:
DWELLING NUMBER:		
NAME:		
CONTACT NUMBER:	TEL:	FAX:
DWELLING NUMBER:		
NAME:		
CONTACT NUMBER:	TEL:	FAX:
DWELLING NUMBER:		

D. PARTICULARS OF PERSON AGAINST WHOM THE COMPLAINT IS LODGED

NAME OF TENANT/LANDLORD ASSOCIATION:
CONTACT TELEPHONE NO:
FAX NO:
PERMANENT RESIDENTIAL ADDRESS(FLAT NAME, ROOM NO, STREET NAME):
POSTAL ADDRESS (IF DIFFERENT):

E ADDITIONAL INFORMATION

NAME OF CARETAKER:		
CONTACT NUMBER:	TEL:	FAX:
<hr/>		
NAME OF OWNER OF BUILDING:		
CONTACT NUMBER:	TEL:	FAX:
PERMANENT RESIDENTIAL ADDRESS(FLAT NAME, ROOM NO, STREET NAME):		
POSTAL ADDRESS:		
<hr/>		
NAME OF MANAGING AGENT:		
CONTACT NUMBER:	TEL:	FAX:
<hr/>		
NAME OF BOND HOLDER:		
CONTACT NUMBER:	TEL:	FAX:

F PERSON/ORGANISATION THAT REFERED THE COMPLAINANT

NAME:	
TEL:	FAX:
<hr/>	
REF NO:	
<hr/>	

G LIST OF COMPLAINTS/DISPUTES

1.	<hr/>
2.	<hr/>
3.	<hr/>
4.	<hr/>

H (FINANCIAL STATUS OF BUILDING)

TOTAL ELECTRICITY ARREARS	R
TOTAL WATER ARREARS	R
TOTAL RATES & TAXES OWED TO COUNCIL	R
TOTAL OWED TO THE MANAGEMENT AGENT	R

I HAS A COMPLAINT FOR THIS BUILDING BEEN SUBMITTED BEFORE?

YES

NO

J IS THERE NEED FOR INSPECTION?

YES

NO

NAME OF COMPLAINANT: _____

SIGNATURE: _____

DATE: _____

FOR OFFICIAL USE

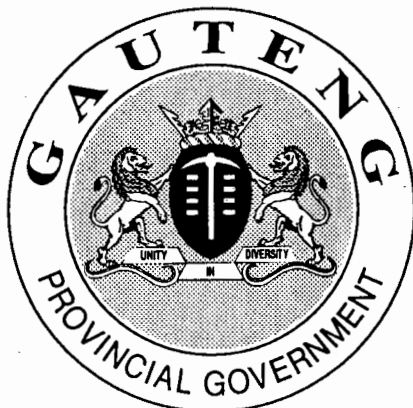
NAME OF MEMBER OF STAFF: _____

SIGNATURE: _____

DATE OF RECEIPT OF COMPLAINT: _____

GAUTENG DEPARTMENT OF HOUSING

RENTAL HOUSING TRIBUNAL



Schedule 2

RENTAL HOUSING TRIBUNAL SUBPOENA

FOR OFFICIAL USE

REFERENCE No:

HELD AT:

IN THE MATTER BETWEEN :

..... Complainant

and

..... Respondent

TO:

NAME: _____	
SEX	<input type="checkbox"/> F <input type="checkbox"/> M
AGE	<input type="text"/>
ADDRESS: _____	

You are required to appear in person in your own capacity or in your capacity as the representative/agent/director/member..... before the Tribunal at on the..... day of.....20....., at..... time.

In the above mentioned complaint to give evidence or produce books, papers, or documents on behalf of..... for the purpose of an investigation, hearing, mediation or ruling and/or to bring with you and then produce to the Tribunal any document or book under your control or to bring with you and produce at the hearing /meeting, several books, papers or documents specified in the list hereunder:

LIST OF BOOKS,PAPERS OR DOCUMENTS TO BE PRODUCED:

<u>DATE</u>	<u>DESCRIPTION</u>	<u>ORIGINAL / COPY</u>

PLEASE NOTE:

1. It is an offence in terms of Section 16 of the Rental Housing Act, 1999 and the Regulations promulgated thereunder not to comply with this subpoena.
2. If any person so summoned fails to appear or unless duly excused, to remain in attendance throughout the proceedings before the Tribunal, and in case no lawful excuse for such failure seems to exist, such person may be convicted of an offence and may liable to a fine or to imprisonment, not exceeding three years or to both a fine and imprisonment

SIGNED AT : ON THISDAY OF 20.....

RENTAL HOUSING TRIBUNAL

* Delete words not applicable

FOR OFFICIAL USE

I, the undersigned certify that I have served this subpoena upon the within-named person by-

*(a) delivering a true copy to him/her personally or (b) (state manner as per regulation 7(1)(m))
--

at

Except for instances where subpoena affixed, the nature, exigency and the consequences of this subpoena was explained to the recipient thereof.

Time:..... Day Month 20..... Place:.....

Signature of recipient:

Signature of official:

Full name:

Full name:

Capacity:

NOTICE 4004 OF 2001

**RENTAL HOUSING ACT, 1999
(ACT NO. 50 OF 1999)**

UNFAIR PRACTICES REGULATIONS, 2001

The Member of the Executive Council responsible for Housing in the Province of Gauteng has, under section 15(1) (f) of the Rental Housing Act, 1999 (Act No. 50 of 1999), made these unfair practice regulations in the schedule.

SCHEDULE

Definitions

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

"common property" in relation to a multi-tenanted dwelling means-

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

"services" means the provision of water, electricity, gas services and refuse removal;

"the Act" means the Rental Housing Act, 1999 (Act No.50 of 1999);

Unfair practice

2. Any person who contravenes any provision of these regulations commits an unfair practice.

Leases

3. (1) The rights and duties of a landlord and a tenant set out in these regulations apply to a landlord and a tenant even if the lease agreement between them has not been reduced to writing.

(2) A landlord and a tenant may include in a lease agreement terms and conditions not prohibited by these regulations, the Act or any other law, including rent, term of the lease, and other provisions governing the rights and obligations of the parties.

(3) A lease agreement must exclude any provision which—
 - (a) imposes a penalty for late payment of rent whether or not the penalty takes the form of administrative charge or any other form other than interest;
 - (b) excludes liability of either party for failing to comply with a duty under the lease, these regulations, the Act or any other law;
 - (c) limits or prevents either party from using the normal rights of recourse against the other because of the other's failure to comply with any duty under the lease, these regulations, the Act or any other law, unless provided for in these regulations, the Act or any other law; or
 - (d) precludes either party from being a member of a landlords' or tenants' association.

Effect of unsigned or undelivered lease agreement

4. (1) If a landlord does not sign and deliver a written lease agreement, signed and delivered to the landlord by a tenant, acceptance of rent by the landlord gives the lease agreement the same effect as if it had been signed and delivered by the landlord.

(2) If a tenant does not sign and deliver a written lease agreement, signed and delivered to the tenant by the landlord, acceptance of possession of the dwelling and payment of rent gives the lease agreement the same effect as if it had been signed and delivered by the tenant.

Disclosure

5. (1) A landlord must disclose to a tenant in writing at or before the commencement of the tenancy the name and address of the landlord, or if the landlord is a juristic person the registered office address for service of court process and receipt of notices or demands.

(2) The information required to be furnished by subregulation (1) must be updated and this subregulation extends to and is enforceable against any successor landlord.

(3) if a landlord fails to comply with subregulation (1), a person authorised to enter into a lease agreement on behalf of the landlord becomes an agent of the landlord for the purpose of that lease agreement for—

(a) service of process and receipt of notices and demands; and

(b) performing the obligations of the landlord under the lease agreement, these regulations, the Act, or any other law including making available all records relating to rentals collected and utility service charges, whether or not such records are in the possession or control of the landlord.

Rentals

6. (1) A tenant must pay rental due to a landlord under the lease.

(2) Rent is payable without demand or notice at the time and place agreed upon and unless a tenant is otherwise notified in writing, rent is payable at the dwelling on the first of each month.

(3) Unless the lease agreement fixes a definite period the tenancy must be for month to month.

(4) A landlord must give a tenant at least 2 (two) months written notice of an intention to increase rental.

Conditions, Obligations and Maintenance

7. (1) A landlord must—
- (a) if the lease has been reduced to writing, stamp the lease and furnish the tenant with a copy thereof within 21 (twenty one) days of the signature by both landlord and tenant and the landlord may by agreement with the tenant recover costs of the stamp duty from the tenant;
 - (b) let a dwelling which at the commencement of the lease is in a condition—
 - (i) that is reasonably fit for human habitation; and
 - (ii) which does not contravene the provisions of these regulations, the Act or any other law;
 - (c) keep and maintain the dwelling in accordance with these regulations, the Act or any other law;
 - (d) take reasonable steps to ensure that the tenant enjoys undisturbed use of the dwelling and in a multi-tenanted building that no tenant or other person conducts an activity within a dwelling which is expressly prohibited under these regulations, the Act or any other law; which shall include disturbance of the peace of the area;
 - (e) formulate a set of house rules which must also take into consideration the interests of the neighbourhood with particular emphasis on preserving the peace;
 - (f) maintain the common property, if any, in good order and repair;
 - (g) maintain the outside of the dwelling, including the walls and roof in good order and repair;

- (h) maintain electrical, plumbing, sanitary, heating, ventilation, air conditioning systems and elevator system in good order and repair;
 - (i) repair any damage to the dwelling or common area caused by fair wear and tear;
 - (j) provide and maintain appropriate container and places for the removal of ashes, garbage, rubbish, and other waste incidental to the dwelling and arrange for its removal;
 - (k) provide all services agreed to in the lease;
 - (l) effect repairs which a landlord is responsible for under the lease and as identified during inspections by the landlord or on receipt of a notice from a tenant to do such repairs, but a landlord is not be liable for repairs if a tenant, his or her household members or visitors brought about the state of disrepair; and
 - (m) effect repairs for which a landlord is responsible for, under the lease and as identified during inspections by the landlord or on receipt of a written notice from the tenant to do such repairs, within fourteen (14) days or such further periods as may be agreed to between the landlord and tenant.
- (2) A tenant must-
- (a) use the dwelling in a proper manner and for the purpose for which it is let, and in a manner which does not contravene these regulations, the Act or any other law;
 - (b) dispose from the dwelling all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner;
 - (c) maintain the dwelling in a clean, tidy and safe state of repair;
 - (d) use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and

- other facilities and appliances including elevators on the premises;
- (e) refrain from intentionally or negligently damaging, defacing, impairing, or removing any part of the dwelling or common property or knowingly permitting any person to do so, who is on the premises with the tenant's permission or allowed access to the premises by the tenant and the tenant is liable for the repair of such damage, fair wear and tear excluded, at the tenant's own cost;
 - (f) return the dwelling in the same condition as the tenant received it, fair wear and tear excluded;
 - (g) during the period of lease be liable to maintain, replace or repair electrical globes, fittings and switches and also be liable for the maintenance, repair or making good all water-borne taps, stoves, locks, handles, and windows where such damage has not been due to natural causes;
 - (h) maintain the garden, if any, and keep the same in a neat and tidy condition;
 - (i) comply with the house-rules, which are enforceable pursuant to these regulations and must respect the peace of the area; and
 - (j) maintain the swimming pool, including but not limited to, all pumps, hoses and accessories, in good order and repair, subject to fair wear and tear;

Reconstruction, refurbishment, conversion or demolition

- 8.** (1) A landlord may only—
- (a) request a tenant to vacate the dwelling if any repairs, conversions or refurbishment are necessary and cannot be properly done while the tenant remains in occupation;
 - (b) cancel the lease and repossess the dwelling, without being liable for damages in terms of the lease, these

regulations, the Act or any other law, in circumstances where the dwelling is in an uninhabitable condition.

- (2) In the circumstances referred to in paragraph (a) of subregulation (1), the landlord must—
 - (a) allow the tenant remission of rental for the period during which the tenant is not in occupation;
 - (b) effect the repairs, conversion or refurbishment within a reasonable time so as to cause the tenant as little inconvenience as possible; and
 - (c) ensure that the tenant is able to return to the dwelling as soon as possible after the completion of the repairs, conversion or refurbishment.
- (3) Where a landlord is required to make necessary repairs, conversions or refurbishment only to a part of the dwelling and a tenant continues to occupy the remaining part, a tenant is entitled to a remission in rental, the amount of which is proportionate to actual area from which a tenant has been deprived.
- (4) If a tenant, having been requested to vacate the dwelling, does not do so, a tenant has no claim against the landlord for injuries suffered while the dwelling is being repaired, converted or refurbished.

Eviction and Changing of Locks

9. (1) A tenant must not be evicted from the dwelling without an order of court.
 - (2) A tenant evicted from the whole or part of the dwelling by a third person has, subject to the common law, a claim for damages against the landlord.
 - (3) A landlord must not lock-out or cause a tenant to be locked-out without an order of court.
 - (4) A landlord or tenant must not change locks or doors providing

access to the dwelling-

- (a) unless it is necessary to replace the locks or doors due to fair wear and tear or other reasonable causes;
- (b) without reasonable notice of the proposed change to the other; and
- (c) unless duplicate keys are provided to the other immediately upon such change of locks.

(5) If a tenant breaches the lease and in order to deprive the tenant access to or full use of a dwelling, the landlord must-

- (a) give the tenant seven (7) days notice in which to remedy the breach, unless the tenant is in default of rental payment and remains in default for a period of seven (7) days of due date, then such notice will be dispensed with; and
- (b) obtain a valid court order to evict the tenant.

Entry

10. (1) A landlord may only enter a dwelling on reasonable notice to a tenant -
- (a) to inspect the dwelling;
 - (b) to make repairs to the dwelling;
 - (c) to show the dwelling to a prospective tenant, purchaser, mortgagee or its agents;
 - (d) to inspect the dwelling for damages as referred to in section 5(3) (e) and (f) of the Act or upon notification by the landlord or the tenant of the intention to terminate the lease;
 - (e) if the dwelling appears to be abandoned by the tenant; or
 - (f) pursuant to an order of court.

- (2) A tenant must allow a landlord to enter a dwelling for the purposes set out under subregulation (1), but such entry must be carried out at reasonable times.

House Rules

11. (1) A landlord must make house rules in relation to the control, management, administration, use and enjoyment of the dwelling.
- (2) A house rule is enforceable against a tenant only if-
- (a) its purpose is to-
 - (i) promote the convenience, safety, health, or welfare of the tenant in the premises and that of the neighbours;
 - (ii) preserve the landlord's property from abuse; or
 - (iii) make a fair distribution of services and facilities available to the tenant;
 - (b) it is reasonably related to the purpose for which it is adopted;
 - (c) it applies to all tenants in the premises in a fair manner;
 - (d) it is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct and fairly informs the tenant of what is expected;
 - (e) it is not for the purpose of evading the obligations of the landlord; and
 - (f) the tenant has notice of the house rule at the time the tenant enters into the lease agreement.

Receipts

12. (1) (a) A landlord must furnish a tenant with a written receipt for all payments made by the tenant to the landlord.

- (b) Such receipt must be dated and clearly indicate the address, including the street number and further description, if necessary, of dwelling in respect of which payment has been made, and whether payment has been made for rental, arrears, deposit or otherwise, and specify the period for which payment is made.

(2) If a landlord has authorised the payment of rental and other expenses into a specified bank account and if a tenant pays the rental or other expenses into such bank account, the deposit slip constitutes the tenant's receipt and the landlord will be exempted from complying with the provisions of subregulation (1).

Municipal Services

13. (1) A landlord who is obliged by law or in terms of the express or implied terms of the lease to provide water, electricity or gas services to a tenant, must—
- (a) provide such services;
 - (b) not cause the non-supply or interrupted supply of services to a dwelling without a court order, except —
 - (i) in an emergency; or
 - (ii) after reasonable notice to the tenant to do maintenance, repairs or renovations, but the services must be resumed as soon as reasonably possible after such emergency, maintenance, repairs or renovations;
 - (c) ensure that the tenant is not exposed to the risk of interruption or loss of services, by withholding payment to the service provider when such payment becomes due, if the tenant has made payment to the landlord in respect of the amounts due for such services;
 - (d) charge the tenant the exact amount for services consumed in the dwelling if such dwelling is separately metered ; and

- (e) comply with any law or obligation regarding the amount to be charged to the tenant for services, if any, if a dwelling is not separately metered for services;
- (f) in a multi-tenanted building not recover collectively, from the tenants for services provided in excess of the amounts totally charged by the utility service provider and the landlord; or
- (g) must without requesting payment of any fee be obliged to provide the tenant with copies of the account of the aforesaid service provider and copies of accounts rendered to the tenants with regard to such services.

(2) If a dwelling is separately metered for services and payment must be made directly to a landlord, the landlord must provide a tenant with a monthly statement which must contain the following information—

- (a) the names of both the landlord and the tenant, as well as the physical address of the dwelling;
- (b) the name, address and telephone number of each service provider;
- (c) the previous and current month's meter readings;
- (d) the actual consumption for each service and the amounts charged therefor;
- (e) the total payment due;
- (f) the date of the next meter reading for each service; and
- (g) the amount of any arrears.

General provisions

14. (1) A landlord must not—

- (a) intimidate, discriminate or retaliate against a tenant for exercising any right under these regulations, the Act or any other law;
 - (b) preclude the tenant from establishing or being a member of a tenants committee or any similar body;
 - (c) make a false representation regarding the official nature of any document or refuse to accept any notice lawfully presented or sent by the tenant ;
 - (d) engage in oppressive or unreasonable conduct;
 - (e) fail to comply with the Tribunal complaint procedures or any agreement concluded with the Tribunal or with the tenant through the Tribunal's complaint procedures;
 - (f) conduct any activity which unreasonably interferes with or limits the rights of the tenant or which is expressly prohibited under the lease, these regulations, the Act or any other law; and
 - (g) induce a person to waive that person's rights under these regulations, the Act or any other law, or to withdraw from proceedings before the Tribunal.
- (2) A tenant must not-
- (a) cede the tenant's rights, assign the tenant's obligations or sublet the dwelling or any part thereof to any other person without the written consent of the landlord, which in the case of a subletting must not be unreasonably withheld;
 - (b) allow more than the maximum number of persons specified by the landlord to reside in the dwelling;
 - (c) intimidate, discriminate or retaliate against the landlord for exercising any right under these regulations, the Act or any other law;
 - (d) make a false representation regarding the official nature of any document or refuse to accept any notice lawfully presented or sent by the landlord;

- (e) engage in oppressive or unreasonable conduct;
 - (f) fail to comply with the Tribunal complaint procedures or any agreement concluded with the Tribunal or with the landlord through the Tribunal's complaint procedures;
 - (g) conduct any activity which unreasonably interferes with or limits the rights of other tenants and that of the neighbours, or which is expressly prohibited under the lease, these regulations, the Act or any other law;
 - (h) cause or permit any nuisance upon the dwelling and neighbouring properties; and
 - (i) induce a person to waive the person's rights under these regulations, the Act or any other law, or to withdraw from proceedings before the Tribunal.
- (3) Every obligation under these regulations, the Act, or any other law, and every act which must be performed as a condition precedent to the exercise of a right or remedy, imposes an obligation of good faith in its performance or enforcement.
- (4) The Tribunal is entitled to serve any document, notice or process upon a person collecting or receiving rent for or on behalf of a landlord.
- (5) Any person who commits an unfair practice is guilty of an offence and liable on conviction to a fine or imprisonment not exceeding two years or to both such fine and such imprisonment.

Short title

17. These regulations are called the Unfair Practices Regulations, 2001.

NOTICE 4005 OF 2001

Notice is hereby given in terms of Section 14(4)(g) of the Housing Act, 1997 (Act No. 107 of 1997), by MEC's responsible for Housing and Social Services and Population Development respectively, that:

- (a) the indebtedness of Aletheia International Ministries in the amount of R2 116 622.55 as at 21 February 2001 has been extinguished in terms of Section 14(4) (g) of the Housing Act, 1997 (Act No. 107 of 1997), subject to the following conditions, that:-
 - (i) the local authority monitor the use of the premises for a period of 5 years from the date of the publication of this notice and that the title deed be endorsed to that effect in terms of paragraph C3.1.3.3. of the Gauteng Provincial Housing Advisory Board's resolution as per item C3.1 of its 9th meeting held on the 14th of September 2000;
 - (ii) the MEC of Social Services and Population Development continue to monitor the facilities beyond the 5 years period, in compliance with paragraph C3.1.3.5 of the resolution as set in the paragraph above;
 - (iii) the sale of the premises to Christ Church Christian Care Centre is approved; and
 - (iv) the proceeds of such sale be re-invested in the new property which is to be procured by Aletheia International Ministries where their Ministry is to continue.
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