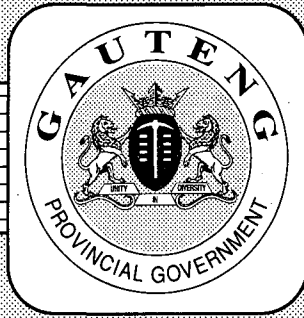


**THE PROVINCE OF  
GAUTENG**



**DIE PROVINSIE  
GAUTENG**

# Provincial Gazette Extraordinary Buitengewone Provinsiale Koerant

Selling price • Verkoopprys: **R2,50**  
Other countries • Buitelands: **R3,25**

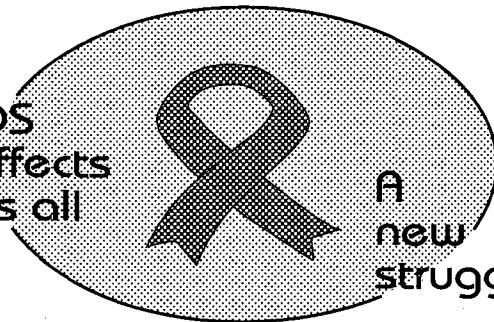
Vol. 8

PRETORIA, 4 JUNE 2002  
JUNIE 2002

No. 168

**We all have the power to prevent AIDS**

AIDS  
affects  
us all



A  
new  
struggle

Prevention is the cure

**AIDS**

**HELPLINE**

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DEPARTMENT OF HEALTH



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## GENERAL NOTICE

NOTICE 1472 OF 2002

### DEPARTMENT OF HOUSING

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

### FIRST AMENDMENT OF THE UNFAIR PRACTICES REGULATIONS, 2002

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 this Schedule "the Regulations" means the Unfair Practices Regulations 2001 published under Government Notice No 4004 of 4 July 2001.

#### GENERAL EXPLANATORY NOTE:

[ ] Expressions in bold type in square brackets indicate omissions from existing regulations.

— Expressions underlined with a solid line indicate insertions in existing regulations.

#### Amendment of regulation 3 of the Regulations

2. Regulation 3 of the Regulations is hereby amended by

the insertion of the following subregulations after subregulation (3):

"(4) A lease between a tenant and a landlord need not be in writing or be subject to the provisions of the Formalities in Respect of Lease of Land Act, 1969 (Act No. 18 of 1969);

(5) A landlord must, if requested thereto by a tenant, reduce the lease to writing.

(6) A lease contemplated in subregulation (5) must include the following information-

- (a) the names of a tenant and a landlord and their addresses for purposes of formal communication;
- (b) the description of the dwelling which is subject of the lease.
- (c) the amount of rental to be paid in respect of the dwelling and reasonable escalation, if any, to be paid in terms of the lease;
- (d) if rentals are not paid on a monthly basis, then the frequency of rental payments;
- (e) the amount of deposit, if any;
- (f) the lease period, or, if there is no lease period determined, the notice period requested for termination, which period must not to be less than one calendar month period.
- (g) obligations of a tenant and a landlord; and
- (h) any other charges payable in addition to the rental payable in respect of the dwelling.

(7) If a landlord requires a tenant, before moving into a dwelling, to pay a deposit, the deposit must not exceed an amount equivalent to an amount specified in the agreement or otherwise agreed between the parties.

(8) the deposit contemplated in subregulation (7) must be invested by a landlord in an interest-bearing account with a financial institution and a landlord must subject to subregulation (12) pay a tenant interest at the rate applicable to a savings account with a financial institution, and a tenant may during the period of the request a landlord to provide him or her with a written proof in respect of interest accrued on such deposit, and a landlord must provide such proof on request: Provided that where a landlord is a registered estate agent as provided for in the Estate Agency Affairs Act, 1976 (Act No. 112 of 1976), the deposit and any interest thereon must be dealt with in accordance with the provisions of that Act.

(9) A tenant and a landlord must jointly, before a tenant moves into a dwelling, inspect the dwelling to ascertain the existence or not of any defects or damage therein with a view to determining the landlord's responsibility for rectifying any defects or damage or with view of registering such defects or damage.

(10) A list of defects or damage registered in terms of subregulation (9) must be attached to the lease, if the lease has been reduced to writing.

(11) At the expiration of the lease, a landlord and a tenant must at a mutually convenient time, jointly inspect the dwelling to ascertain if there was any damage caused to the dwelling during a tenant's occupation thereof.

(12) On the expiration of the lease, a landlord may apply such deposit and interest towards payment of all amounts for which a tenant is liable under the said lease, including the reasonable cost of repairing damage to the dwelling during lease period and the cost of replacing lost keys and the balance of the deposit and interest, if any, must then be refunded to a tenant by a landlord not later than 14 days of the restoration of the dwelling to a landlord.

(13) The relevant receipts which indicate the costs which a landlord incurred, as contemplated in subregulation (12), must be available to a tenant for inspection as proof of costs incurred by a landlord.

(14) Should no amounts be due and owing to a landlord in terms of the lease, the deposit together with the accrued interest in respect thereof, must be refunded to a tenant, without any deduction or set-off within 7 days of the expiration of the lease.

(15) Failure by a landlord to inspect the dwelling in the presence of a tenant as contemplated in subregulations (9) or (11) is deemed to be an acknowledgement by a landlord that the dwelling is in a good and proper state of repair, and a landlord will have no further claim against a tenant who must then be refunded, in terms of this subregulation a full deposit plus interest by a landlord.

(16) Should a tenant fail to respond to a landlord's request for inspection as contemplated in subregulation (11), a landlord must, on expiration of the lease, inspect the dwelling within 7 days from

such expiration in order to assess any damages or loss which occurred during the tenancy.

(17) Should a landlord transfer title or cede interest in the lease, a landlord must transfer deposit together with the accrued interest for the benefit of a tenant to a landlord's successor.

(18) If on the expiration of the lease a tenant remains in the dwelling with the express or tacit consent of a landlord, the parties are deemed, in the absence of a further written lease, to have entered into a periodic lease, on the same terms and conditions as the expired lease, except that at least one month's written notice must be given of the intention by either party to terminate the lease."

### **Amendment of regulation 14 of the Regulations**

3. Regulation 14 of the Regulations is hereby amended by

the insertion of the following subregulations after subregulation (5):

"(6) In advertising a dwelling for the purposes of leasing it, or in negotiating a lease with a prospective tenant, or during the term of a lease, a landlord must not unfairly discriminate against such prospective tenant or tenants, or the members of such tenant's household or bona fide visitors of such tenant, on one or more grounds, including race, religion, gender, sex, pregnancy, marital status, sexual orientation, ethnic, or social origin, colour, age, disability, conscience, belief, culture, language, social origin and birth.

(7) A tenant has a right, during the lease period, to privacy, and a landlord must only exercise right of inspection in a reasonable manner after reasonable notice to a tenant.

(8) A tenant's right as against the landlord include not to have-

- (a) his or her person or home searched, except in terms of an order of court;
- (b) his or her property searched, except in terms of an order of court;

(c) his or her possession seized, except in terms of an order of court order;

(9) The rights set out in subregulation (7) apply equally to members of a tenant's household and to bona fide visitors of a tenant.

(10) A landlord's rights against a tenant include-

- (a) prompt and regular payment of rental or any charges that may be payable in terms of a lease;
- (b) recover unpaid rental or any other amount that is due and payable in terms of a lease;
- (c) terminate the lease in respect of a dwelling on grounds that do not detract from the regulations and are specified in the lease.
- (d) claim compensation for damage to the dwelling, or any other improvements on the land on which the dwelling is situated, if any, caused by a tenant, a member of tenant's household or a visitor of a tenant;
- (e) to receive the dwelling in good state of repair, save for fair wear and tear.
- (f) to repossess the dwelling having first obtained an order of court."

**Short title**

17. These regulations are called the First Amendment of Unfair Practices Regulations, 2002.

