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PROVINCE OF THE WESTERN CAPE
DEPARTMENT OF PLANNING, LOCAL GOVERNMENT AND HOUSING

RENTAL HOUSING ACT, 1999
(Act 50 of 1999)

UNFAIR PRACTICES REGULATIONS

I, N. E. Hangana, Minister of Housing in the Province of Western Cape, acting in terms of section 15(1)(f) of the Rental Housing Act, 1999 (Act 50 of 1999), make the regulations set out in the Schedule to this notice.

SCHEDULE

UNFAIR PRACTICES REGULATIONS

Definitions

1. In these regulations, unless the context otherwise indicates —

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

“the Act” means the Rental Housing Act, 1999 (Act 50 of 1999);

“Tribunal” means the Rental Housing Tribunal established in terms of section 7 of the Act, and

any expression or word defined in the Act when used in these regulations has the meaning assigned thereto by the relevant definition.

Unfair practice

2. A failure to comply with these regulations constitutes an unfair practice contemplated in the definition thereof in section 1 of the Act.

Changing of locks

3. (1) A landlord or tenant may not change any locks providing access to the dwelling concerned —

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

provided that the foregoing provision does not apply in the case of an emergency; provided further that a party changing locks must as soon as possible advise the other party and supply the necessary duplicate keys.

Conditions and maintenance

4. (1) A landlord must —

- (a) let a dwelling which at the commencement of the lease is —
 - (i) in a condition reasonably fit for the purpose for which it is let; and
 - (ii) in a condition which does not contravene the provisions of the Act, these regulations, any ordinance, health or safety regulation or any other law.
- (b) keep and maintain the dwelling in compliance with all ordinances, health or safety regulations or any other law;
- (c) during the term of the lease provide all services agreed to in the lease;
- (d) effect repairs for which the landlord is responsible in terms of the lease, and as identified during inspections by the landlord, or on receipt of a notice from a tenant requesting such repairs, except that if the lease makes provision to the contrary, the landlord is not liable for repairs if the tenant, a member of his or her household or a bona fide visitor brought about the state of disrepair; and
- (e) effect repairs as soon as is reasonably possible having regard to the nature of the repairs but not later than 30 days of the inspection or the receipt of the notice contemplated by paragraph (d) or such further period as may be agreed to between the landlord and the tenant.

Reconstruction, refurbishment, conversion or demolition

5. (1) A landlord may only —

- (a) request a tenant to vacate the dwelling if any repairs, conversions or refurbishments are urgently necessary and cannot be properly made while the tenant remains in occupation; or
- (b) cancel the lease and repossess the dwelling, without being liable for damages in terms of the lease, the Act, these regulations or any other law, in circumstances where the dwelling is in a derelict condition or cannot safely be inhabited and must as a result thereof be rebuilt, reconstructed or demolished.

- (2) In the circumstances contemplated by subregulation (1)(a), 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 the repairs, conversion or refurbishment are necessary only to a part of the dwelling and the tenant continues to occupy the remaining part, the tenant must receive a remission in rental, the amount of which must be proportionate to the extent of the tenant's deprivation.
- (4) When requested by the landlord to vacate the dwelling for the purposes of urgent and necessary repairs, conversions or refurbishments, the tenant may not cancel the lease unless —
- (a) the temporary unfitness of the dwelling would be ruinous to the tenant; or
 - (b) the repairs, conversion or refurbishment could reasonably have been foreseen by the landlord at the time when the lease was entered into.

Entry

6. (1) A landlord may only enter a dwelling on reasonable notice to the 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 contemplated in regulation 5(2) 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 a court order.
- (2) A tenant must allow a landlord to enter a dwelling for the purposes or in the circumstances set out in subregulation (1), provided that such entry is carried out at reasonable times.

Receipts

7. A landlord must furnish a tenant with a written receipt for all payments made by the tenant to the landlord, in the manner prescribed in section 5(3)(a) and (b) of the Act.

Municipal services

8. (1) A landlord who is obliged by law or in terms of the express or implied terms of the lease to provide services to a tenant, must —
- (a) provide such services;
 - (b) not charge a tenant for more than the exact services consumed in the tenant's dwelling if such dwelling is separately metered; and
 - (c) not fail to comply with any regulation, by-law or any other law regarding the amount to be charged to a tenant for services, if any, if the dwelling concerned is not separately metered for services.
- (2) A landlord may not interrupt the supply of electricity or gas services except in the following circumstances —
- (a) where there is an emergency;
 - (b) to do maintenance, repairs or renovations, and reasonable notice has been given to the tenant, but the services must be resumed as soon as the maintenance, repairs or renovations are completed; or
 - (c) where the tenant is in arrears with the payment of the fees for such services and fails to pay the arrears within 7 days of receipt of a notice from the landlord to do so.
- (3) If a dwelling is separately metered for services and payment must be made directly to the landlord, the landlord must provide the tenant with a monthly statement which must contain at least 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 months 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**9. (1) A landlord may not —**

- (a) intimidate, discriminate or retaliate against a tenant for exercising any right under the Act, these regulations or any other law;
- (b) preclude a 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 unconscionable conduct towards the tenant;
- (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, the Act and these regulations, any ordinance, health or safety regulations or any other law; or
- (g) induce a person to waive his or her rights under the Act, these regulations or any other law, or to withdraw from proceedings before the Tribunal.

(2) A tenant may not —

- (a) cede his or her rights, assign his or her obligations or sublet the dwelling or any part thereof to any other person without the written consent of the landlord;
- (b) allow more than the maximum number of persons specified by the landlord to reside in the dwelling;
- (c) intimidate, discriminate or retaliate against a landlord for exercising any right under the Act, these regulations 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 unconscionable conduct towards the landlord;
- (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 or which is expressly prohibited under the lease, the Act and these regulations, any ordinance, health and safety regulations or any other law;
- (h) cause or permit any nuisance upon the dwelling; or
- (i) induce the landlord to waive his or her rights under the Act, these regulations or any other law, or to withdraw from proceedings before the Tribunal.

Short title and commencement

- 10.** These regulations are called the Rental Housing Unfair Practices Regulations, Western Cape, 2002.
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