

RENTAL GUIDE FOR LANDLORDS

THE COMPLETE RENTAL HANDBOOK

LUX
LIV

CON TENTS

01 → ABOUT US

02 → MEET THE TEAM

03 → BENEFITS OF RENTING

04 → WORKING WITH LUXLIV

05 → RENTING PROCESS

06 → FICA

07 → RESOURCES

08 → COSTS INVOLVED

09 → DEPOSITS

10 → WEAR AND TEAR

11 → FULLY FURNISHED INVENTORY

12 → PODCAST

13 → TESTIMONIALS

LUXLIV Property



About Us

At the core of our business lies a genuine passion for real estate, and a deep commitment to providing our clients with unparalleled service. We believe that what sets us apart from other agencies is our unwavering dedication to meeting not just your property needs, but also your personal ones.

With extensive experience in professional real estate sales, we have the industry expertise and knowledge necessary to help you achieve your goals. Our team at LUXLIV is committed to constantly improving and staying ahead of the curve, ensuring that we use the most effective and reliable technology and marketing strategies to get your property in front of active buyers.

But our success isn't just measured by our industry reputation - it's also reflected in the satisfaction of our clients. We take pride in our reliable, honest, and hard-working approach, and it shows in the results we deliver. Our customers always come first, and we are constantly striving to exceed their expectations.

In addition to our expertise in the real estate industry, we are also committed to mentoring and uplifting others to become successful real estate agents. We believe in paying it forward and helping others achieve their goals, and we take great pride in seeing our mentees succeed.

When you choose LUXLIV, you can expect personalized service, unparalleled market knowledge, strong negotiating skills, and exclusive marketing strategies that will ensure your success in the real estate market. We are dedicated to your success, and we look forward to helping you achieve your goals.

YOUR TEAM



Out with the old and In with the new, she is always looking for new ways to do property and stand out above the crowd. Passion project - mentor, nurture and grow successful strong agents.

→ PRINCIPAL

→ 20 YEARS OF DREAM HOME MATCH MAKING



From Pretoria to Midrand and now taking Waterfall Estates by storm, she has the experience, the love for the trade and the hunger to grow and lead her team and company into stardom.

→ PRINCIPAL

→ 11 YEARS OF DREAM HOME MATCH MAKING



With a ready smile and an unwavering enthusiasm for property and helping people, this master of sales, is here to teach and grow the team and enforce the power of positivity and resilience.

→ TEAM LEADER

→ 10 YEARS OF DREAM HOME MATCH MAKING



LANDLORDS

Navigating the Path to Renting out Your Property

LUXLIV
PROPERTY GROUP

BENEFITS OF RENTING OUT YOUR PROPERTY?



STABLE INCOME

Renting your property ensures a steady income stream, providing financial stability amidst market volatility. This income can help cover loan payments, property taxes, and maintenance costs, reducing financial strain during uncertain times.



MINIMISE COSTS

By renting out your property, you can offset some of the expenses associated with property ownership, such as mortgage payments, insurance premiums, and maintenance costs.

This can help minimize your overall holding costs while waiting for the market to stabilize.



AVOID SELLING AT A LOSS

Renting allows you to hold onto your property until market conditions improve, potentially enabling you to sell at a more favorable price in the future. This strategy helps avoid selling the property at a loss during a downturn in the market.

FLEXIBILITY TO SELL LATER

Renting gives you the flexibility to sell your property when the market stabilizes and conditions become more favorable. By renting with the right tenant in place, you can maintain control over the property while waiting for the opportune moment to sell.

PRESERVE A LONG TERM INVESTMENT

Renting allows you to preserve your long-term investment in the property while waiting for market conditions to improve. Instead of hastily selling in a sluggish market, renting enables you to hold onto the asset and potentially benefit from future appreciation.

WHY WORK WITH LUXLIV

Accurate Accounting: our software is updated in real time and the trust account is audit ready at all times. Your rent and property costs are paid timeously and accurately.



Value-Added Services Include:



1 → **Efficient Tenant and Lease Management:** From monthly invoicing and rental collections to managing 3rd party payments and administering comprehensive statements, we handle every aspect of tenant management. Our proactive lease renewal process and interim inspections ensure continuous occupancy and property upkeep.



2 → **Proactive Maintenance:** Our platform allows landlords to track maintenance progress, providing a seamless experience for addressing property needs, and ensuring your asset remains in top condition.



3 → **Embrace the Future of Property Management:** With LuxLiv, you're not just getting a property manager; you're partnering with a team dedicated to maximizing your investment's potential. Our adoption of **WeConnectU** and **RedRabbit** technology sets us apart, offering unparalleled efficiency, transparency, and results. Let us transform the way you manage your rental portfolio, ensuring peace of mind and a more profitable investment.

WHY WORK WITH LUXLIV

MAXIMIZE YOUR PROPERTY'S POTENTIAL WITH LUXLIV'S ADVANCED PROPERTY MANAGEMENT SOLUTIONS

AT LUXLIV, WE LEVERAGE OUR EXTENSIVE EXPERIENCE AND EXPERTISE IN THE PROPERTY INDUSTRY TO ELEVATE YOUR RENTAL PORTFOLIO MANAGEMENT. UTILIZING CUTTING-EDGE SOFTWARE SOLUTIONS LIKE WECONNECTU AND REDRABBIT, WE OFFER A COMPREHENSIVE SUITE OF RENTAL MANAGEMENT SERVICES DESIGNED TO ENHANCE YOUR INVESTMENT'S VALUE AND STREAMLINE OPERATIONS.

WHY CHOOSE LUXLIV TO MANAGE YOUR RENTAL PROPERTY?

1

Market Leadership: Our strategic marketing attracts high-quality tenants, reducing vacancies and securing competitive rental rates.

2

Maintenance Management: Powered by Red Rabbit, our system enables fast and accurate property inspections, efficient maintenance issue tracking, and online maintenance requests. With all records securely saved in the cloud, we ensure timely updates and effective turnaround times for both landlords and tenants.

3

Legal Administration: Our contracts are meticulously crafted to be watertight, and fully compliant with the Consumer Protection Act and related legislation, ensuring timely legal actions and advanced negotiations in case of non-payment.

4

Financial Management: We guarantee prompt payments, rigorous reconciliations, and adherence to regulatory compliance, including FICA, with detailed monthly reporting to keep you informed every step of the way.

LUXLIV TENANCY MANAGEMENT SERVICES

Payments to Landlord:

- Transfer all rental and ancillary expenses, including VAT, to the Landlord's nominated bank account.

In the Event of Non-Payment:

- Instruct attorneys for legal proceedings (applications, summons, defense, settlements, evictions) after:
- Contacting and informing the Landlord of the situation.
- Providing the Landlord with the preferred attorney's contact details.
- Obtaining the Landlord's consent to refer the matter to the attorney.

Lease Agreement Administration and Premises Management:

- Ensure all lease conditions are fulfilled, receive and transfer the Deposit to the Trust Account.
- Collect all payments due to the Landlord, maintaining accurate records.
- Address tenant queries and complaints promptly, informing the Landlord when necessary.
- Address lease defaults and breaches, informing the Landlord promptly.
- Conduct property inspections as per the lease agreement.

Maintenance:

- Obtain quotes, get owner's acceptance, and pay contractors directly from the monthly rent.

Inspections:

- Regular property inspections with feedback to the owner.

Tenant Profile Management:

- Create and maintain a tenant profile on Tenant Profile Network (TPN), recording payment history and flagging for late/non-payment.

Late Payment Penalties:

- Charge tenants penalties for late payment via the Rental Management System if payment is not received by the 3rd of the month.

Utility and Account Management:

- Collect rent and utility accounts, pay municipal accounts, levies (if applicable), and contractors.
- Email monthly statements to both Tenant and Landlord.

Liability:

- The Property Practitioner is not liable for any losses or damages, including unpaid rent or early vacancy by the Tenant.

Legal Proceedings Costs:

- Legal costs appointed by the Property Practitioner are borne by the Landlord. A power of attorney may allow the Property Practitioner to represent the Landlord

Deposit Management:

- If only managing the Lease Agreement, transfer the Deposit to the Trust Account after procuring it.



UNDERSTANDING THE

PROCESS

We're here to support you every step of the way, from outlining your property rental goals to handing over the keys to your new tenant. Our mission is to provide you with the essential information, resources, and guidance to help you make well-informed decisions and assist in finding you the perfect tenant.

FOR LANDLORDS

Navigating the rental process can be daunting for landlords. Let's break down how it works to help you secure an ideal tenant.

1

ADVERTISING AND LEASING

Advertise properties honestly.
Screen potential tenants thoroughly using credit checks and references (e.g., TPN Credit Bureau).
Ensure the property complies with safety and health regulations.

2

LEASE AGREEMENTS

Provide a written lease agreement.
Include all necessary terms such as rental amount, payment schedule, lease duration, maintenance responsibilities, and house rules.
Make sure the lease complies with the Rental Housing Act.

3

DEPOSITS

Collect a security deposit and place it in an interest-bearing account.
Provide the tenant with a receipt for the deposit.
Return the deposit with interest at the end of the lease, minus any deductions for damages.
Provide an itemized list of any deductions.

MAINTENANCE AND REPAIRS

Keep the property in a habitable condition.
Respond to repair requests promptly.
Regularly inspect the property to ensure it is well-maintained.

RENT COLLECTION

Collect rent on the agreed date.
Issue receipts for all payments.
Implement clear procedures for late payments and non-payment.

INSPECTIONS

Conduct regular inspections to ensure the property is maintained.
Provide notice before entering the property for inspections, as required by law. Entry and exit inspections with the tenant is crucial to avoid disputes

LEGAL AND COMPLIANCE

Adhere to all relevant laws and regulations, including the Rental Housing Act and the Consumer Protection Act.
Resolve disputes through negotiation or legal channels if necessary.

EVICCTIONS

Follow the legal process for evictions, including providing proper notice and obtaining a court order if necessary.
Avoid self-help measures, such as changing locks or disconnecting utilities, which are illegal.

4

5

6

7

8

LEASE AGREEMENT CHECKLIST

| PROPERTY PRACTITIONER | LANDLORD | TENANT |
|---|---|---|
| Signed mandate with mandatory disclosure form (Sec 67 PPA) Procurement mandate // Management mandate | Landlord to approve tenant based on checks done by Property Practitioner - full tenant vetting done | Provide true and correct information to Property Practitioner |
| Full tenant vetting ID confirmation Credit checks including tenant payment profile Previous landlord confirmation do a deed search on tenant's previous address and obtain contact details of landlord to confirm Confirm employment Proof of income FICA | Mandatory disclosure form completed by Landlord and attached to Lease agreement | Lease agreement signed by both parties - Landlord and tenant |
| Obtain written instruction from the landlord to place particular tenant | Lease agreement signed by both parties - Landlord and tenant | Deposit paid |
| Lease agreement to be signed by both landlord and tenant | Deposit paid - to Property Practitioner and held in trust | First months rental paid |
| The Property Practitioner to act in accordance with the mandate received from the landlord | First months rent paid | Entry inspection done |
| Deposit secured and reflecting in account | Commissions to Property Practitioner paid | Take occupation of property |
| Hand over of keys | | |
| Entry inspection to be done | | |

FICA REQUIREMENT

THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE PROVIDED BY THE FIC ACT 38 OF 2001 ,FOR THE ENTITY IN WHICH YOU WILL BE PURCHASING



INDIVIDUALS

- COPY OF IDENTITY DOCUMENTS
 - PROOF OF RESIDENCE (NOT OLDER THAN 3 MONTHS)
 - CONFIRMATION OF MARITAL STATUS(MARRIAGE CERTIFICATE/CONTRACT)
 - INCOME TAX NUMBER (PREFERABLY A SARS LETTERHEAD)
-



COMPANY

- COPY OF CC/ COMPANY DOCUMENTS
 - PROOF OF RESIDENCE FOR THE COMPANY(NOT OLDER THAN 3 MONTHS)
 - COPY OF ALL MEMEBERS OR DIRECTORS IDENTITY DOCUMENTS
 - PROOF OF RESIDENCE OF ALL MEMBERS/DIRECTORS (NOT OLDER THAN 3 MONTHS)
 - RESOLUTION BY MEMBERS/DIRECTORS AGREEING TO THE SALE AND DESIGNATING A SIGNATORY
 - INCOME TAX NUMBER: CC OR COMPANY OR VAT NUMBERS (PREFERABLY BY A SARS LETTERHEAD)
-



TRUST

- LETTER OF AUTHORITY
 - COPY OF TRUST DEED
 - COPY OF ALL TRUSTEES AND BENEFICIARIES IDENTITY DOCUMENTS
 - PROOF OF RESIDENCE OF ALL TRUSTEES AND BENEFICIARIES (NOT OLDER THAN 3 MONTHS)
 - RESOLUTION BY TRUSTEES AND BENEFICIARIES TO THE SALE AND DESIGNATING A SIGNATORY
 - INCOME TAX NUMBER (PREFERABLY BY A SARS LETTERHEAD)
-

RESOURCES

Rental Housing Act: Understand the rights and responsibilities of both tenants and landlords.

Consumer Protection Act: Provides additional protection for tenants.

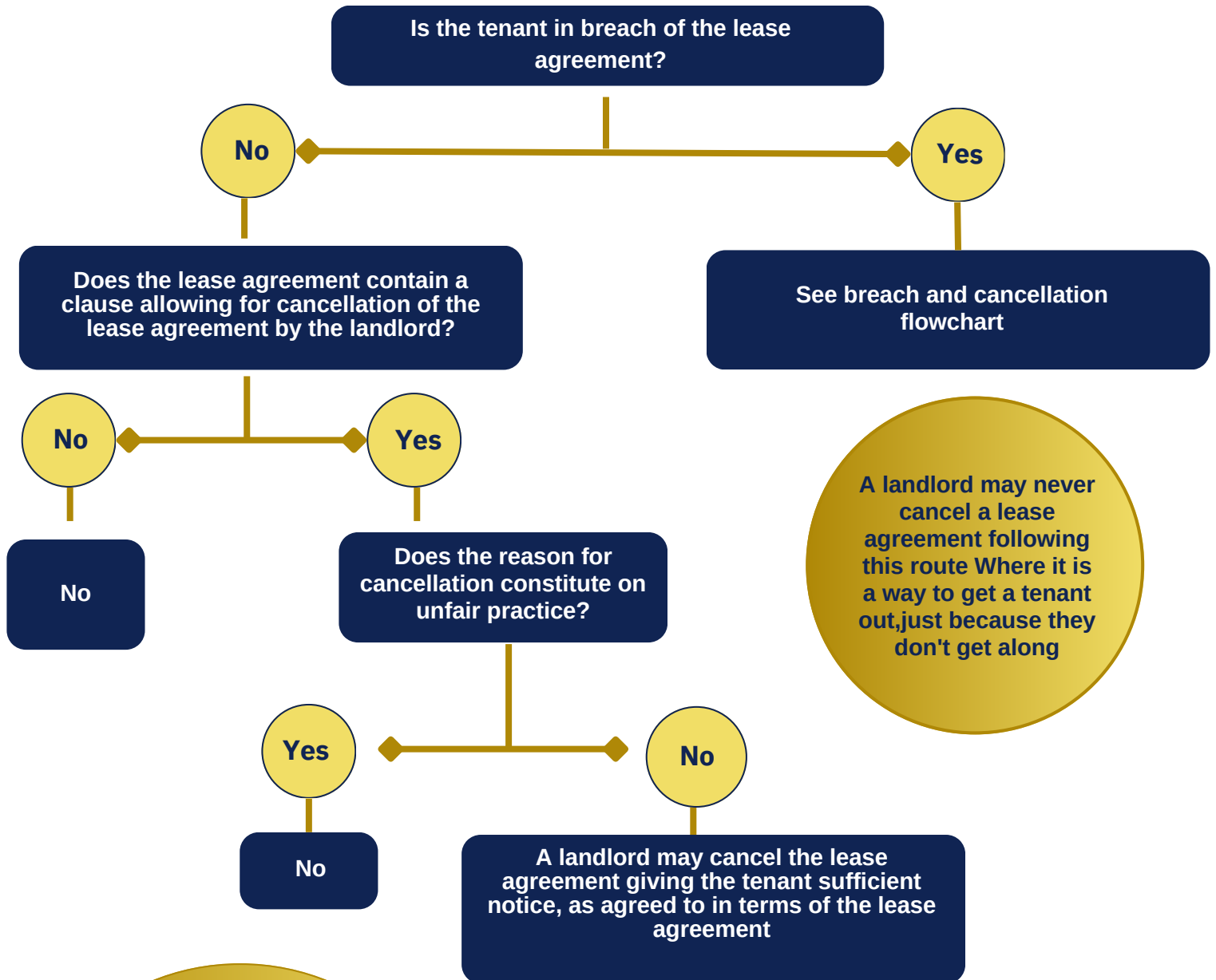
TPN Credit Bureau: Use this service to screen tenants and manage rental payments.

Property Practitioners Regulatory Authority (PPRA): Offers resources and support for landlords and tenants.

For more detailed information, you can visit [TPN Credit Bureau](#) or consult legal professionals.

CANCELLATION BY LANDLORD

CAN A LANDLORD CANCEL A LEASE AGREEMENT?



A landlord may never cancel a lease agreement following this route Where it is a way to get a tenant out, just because they don't get along

Section 4(5)(c) of the Rental Housing Act that would constitute an unfair practice:
Can get higher rent from another tenant.

Does not want to allow the time period for the tenant to remedy the breach.

Wants to do renovations and not follow the correct process.

Reasons that will not constitute unfair practice :

- The landlord wants to sell the property
- The landlord wants to take occupation of the property



Lease Termination Timeline

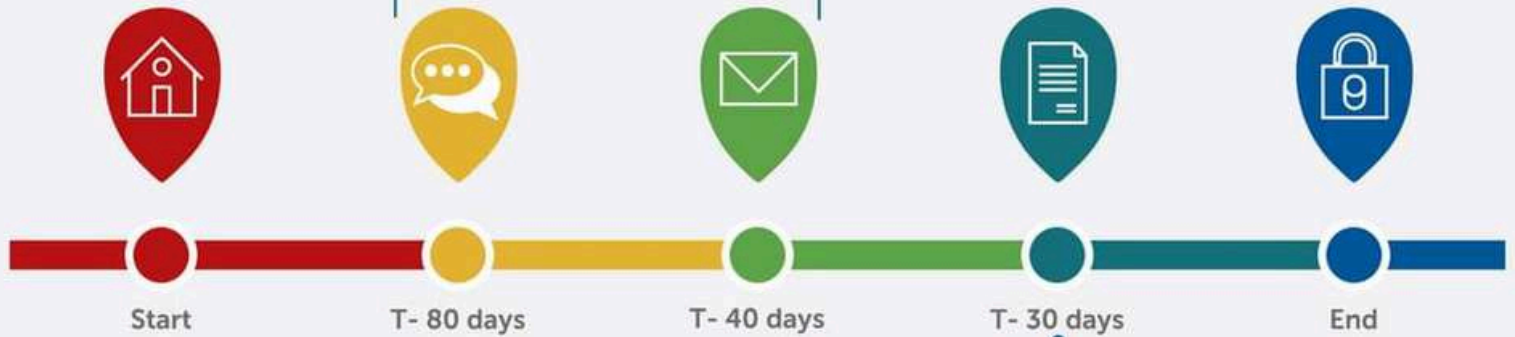
• **Between 80 and 40 Business Days prior to Termination**

The Landlord must notify the Tenant in writing:

- Whether they are offering a renewal or termination on expiry, and
- What the material changes are to the Lease Agreement, if it is automatically continued on a month-to-month basis

COMMENCEMENT

TERMINATION

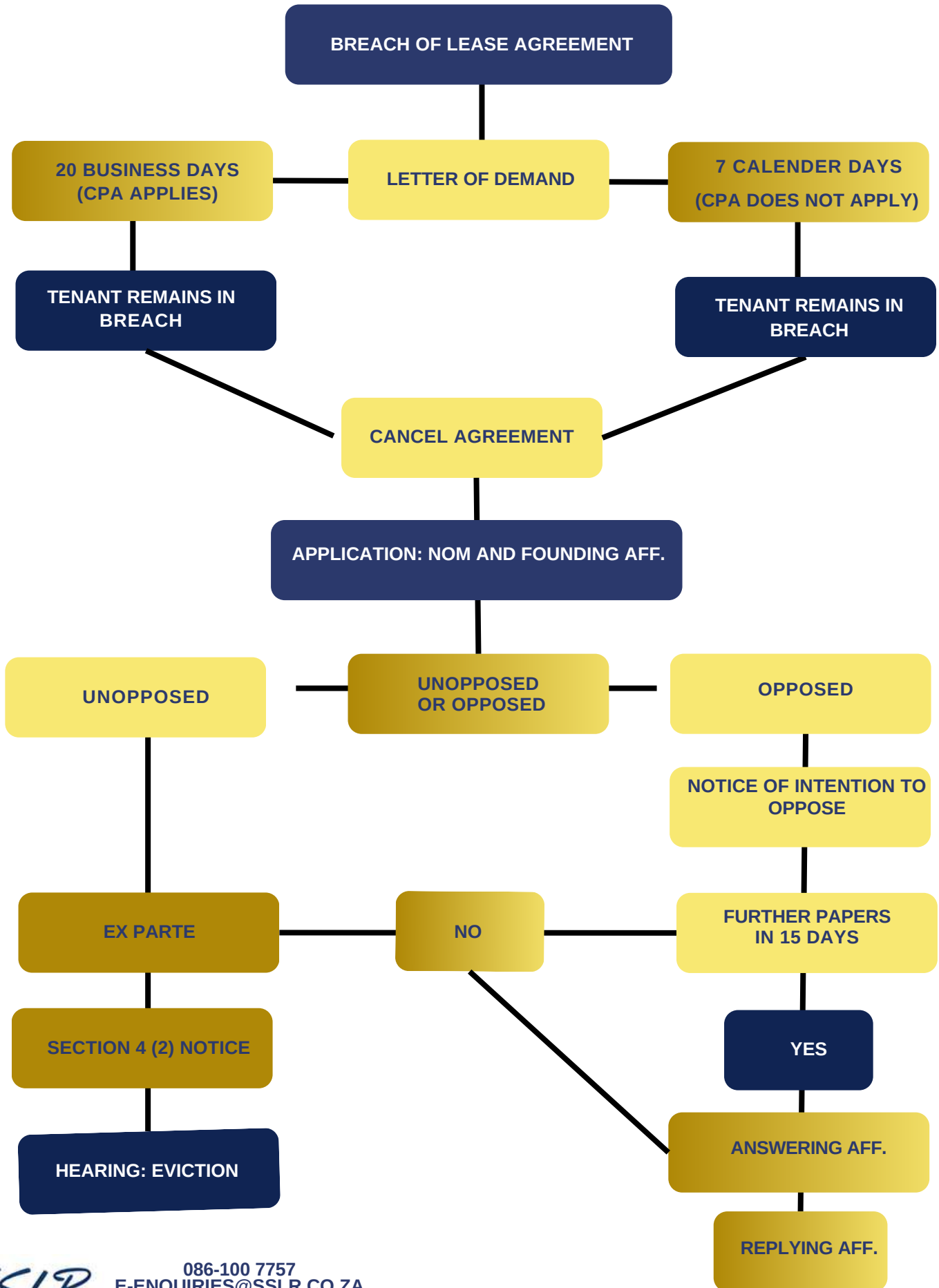


• **30 Business Days prior to Termination:**

The Tenant must notify the Landlord in writing:

- Whether they would like the lease to be terminated on expiry, or
- They would like an extension of the lease through:
an Addendum, or a new Lease Agreement

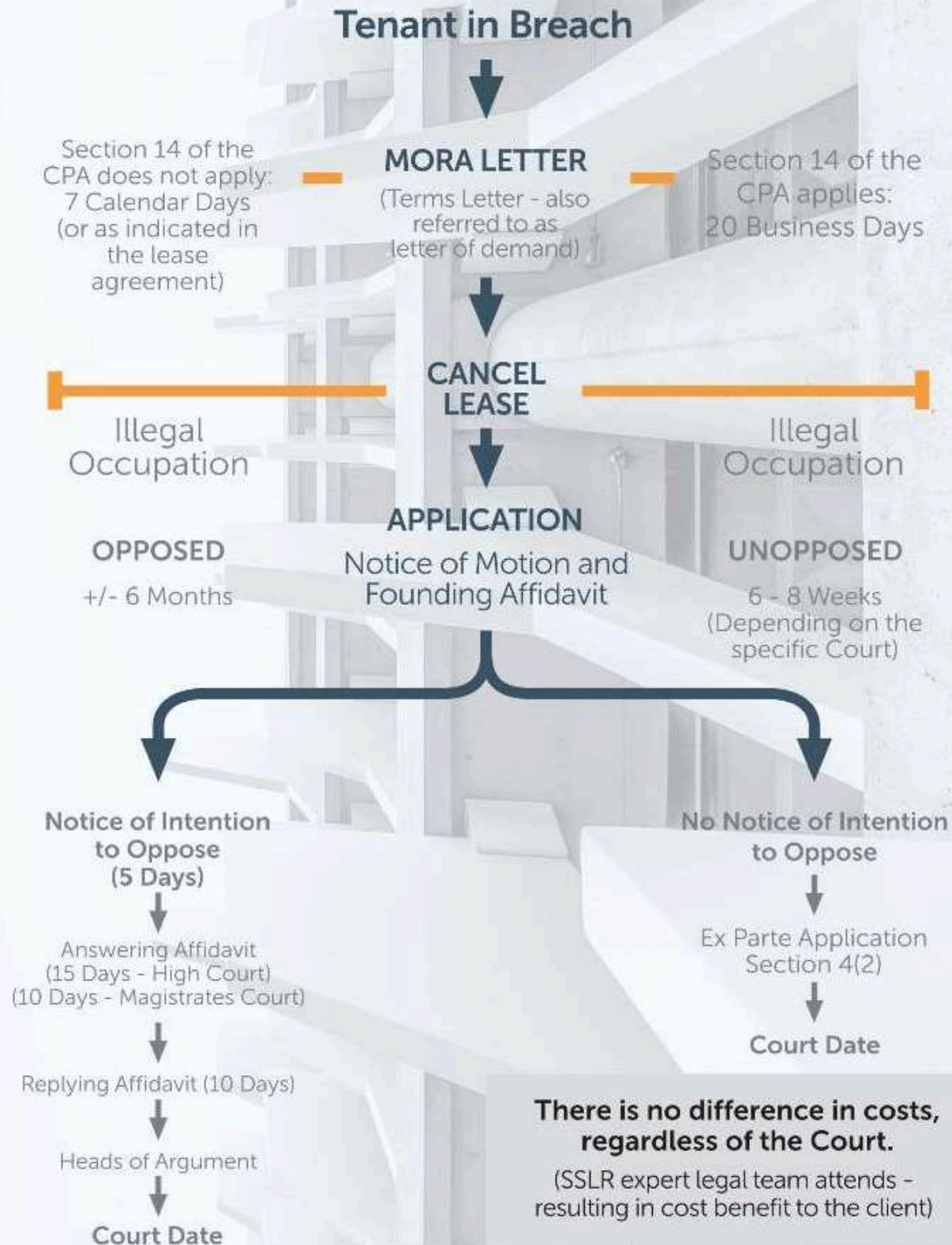
CANCELLATION AND EVICTION



Eviction Process



Dedicated to Property Law
SSLR Incorporated
Attorneys, Notaries & Conveyancers





UNDERSTANDING

COSTS

Our mission is to provide you with the knowledge and insights necessary for making well-informed decisions, ensuring that your renting experience remains both rewarding and financially responsible. Whether it's understanding security deposits and lease terms, managing monthly rent payments, or budgeting for utilities and maintenance expenses, we're here to support you every step of the way.

UPFRONT COSTS FOR THE LANDLORD

- INITIAL RENOVATIONS
- INITIAL REPAIRS
- PROFESSIONAL CLEANING BEFORE OCCUPATION
IF REQUESTED BY THE TENANT
- TENANT FINDERS FEE TO THE AGENT
- FURNITURE, APPLIANCES, LINEN, CUTLERY AND CROCKERY
(APPLICABLE IN A FULLY FURNISHED APARTMENT)
- ANY COSTS INVOLVED IN REGISTERING THE TENANT IE. UTILITIES
ETC.

ONGOING MONTHLY COSTS

- RATES AND TAXES

- HOME OWNERS LEVY

- BUILDING INSURANCE

- PEST TREATMENTS AND PREVENTION

- REGULAR ONGOING MAINTENANCE

The term “utilities” encompasses a variety of essential services provided to households and businesses, not just electricity and water. Effluent and sewerage are also considered utilities, along with gas, refuse removal and potentially other services like internet and telecommunications, depending on the context. Therefore utilities are not by definition limited to electricity and water



UNDERSTANDING

DEPOSITS

In South Africa, tenant deposits must be kept in an interest-bearing account and remain the tenant's property. Joint inspections before and after the tenancy document property conditions. The landlord must return the deposit plus interest within 14 days, or 21 days if repairs are needed, deducting only for damages beyond normal wear and tear. Case law reinforces tenant rights and landlord responsibilities.

UNDERSTANDING DEPOSITS

In South Africa, the legal framework regarding deposits and landlords' responsibilities is primarily governed by the Rental Housing Act, 1999 (Act No. 50 of 1999), and relevant case law. Here's an explanation based on South African law:

Tenant's Deposit

Ownership and Entitlement:

The deposit remains the property of the tenant throughout the tenancy period. The landlord holds it in trust.

Upon termination of the lease, the tenant is entitled to the return of the deposit plus interest, minus any deductions for damages or unpaid rent.

Landlord's Responsibilities

Handling the Deposit:

Separate Account: The landlord must place the deposit in an interest-bearing account. The interest earned should accrue to the tenant.

Disclosure: The landlord must inform the tenant in writing of the details of the interest-bearing account where the deposit is kept.

Inspection and Return of Deposit:

Pre-occupation Inspection: At the start of the lease, both landlord and tenant should conduct a joint inspection of the property to note any existing damage.

Post-occupation Inspection: Upon termination of the lease, a joint inspection should be conducted to assess any damages caused during the tenancy.

Repairs and Deductions: The landlord can deduct costs for repairing damages caused by the tenant (excluding normal wear and tear) from the deposit. These deductions must be reasonable and justifiable.

Timeline for Return: The balance of the deposit plus interest, after deducting the cost of repairs, must be returned within 14 days if there are no damages or arrears. If repairs are needed, the landlord has up to 21 days after the restoration of the property to return the deposit.

Summary

- **Deposit Ownership:** The deposit remains the tenant's property.
- **Interest and Account:** Must be kept in an interest-bearing account, with interest accruing to the tenant.
- **Inspection:** Pre- and post-occupation inspections are crucial.
- **Return Timeline:** The deposit must be returned within 14-21 days, depending on whether repairs are needed.
- **Case Law:** South African case law reinforces the tenant's rights regarding deposits and highlights the landlord's procedural responsibilities.

This framework ensures that tenants are protected from unfair practices and that landlords adhere to a transparent process when handling deposits.

RENTAL DEPOSITS DEMYSTIFIED: What, when, how and why?

On Expiry or Termination of a Lease Agreement

INSPECTION WITHIN **3 DAYS** OF TENANT VACATING

No damages or
outstanding
amounts
owing.

Damages to be
repaired.
Amounts to
be paid.

Tenant fails to
attend inspection.
Whether repairs
are needed or not:

Refunded Within

7

Days after
expiry of the
lease agreement

Refunded Within

14

Days after
restoration of
the property

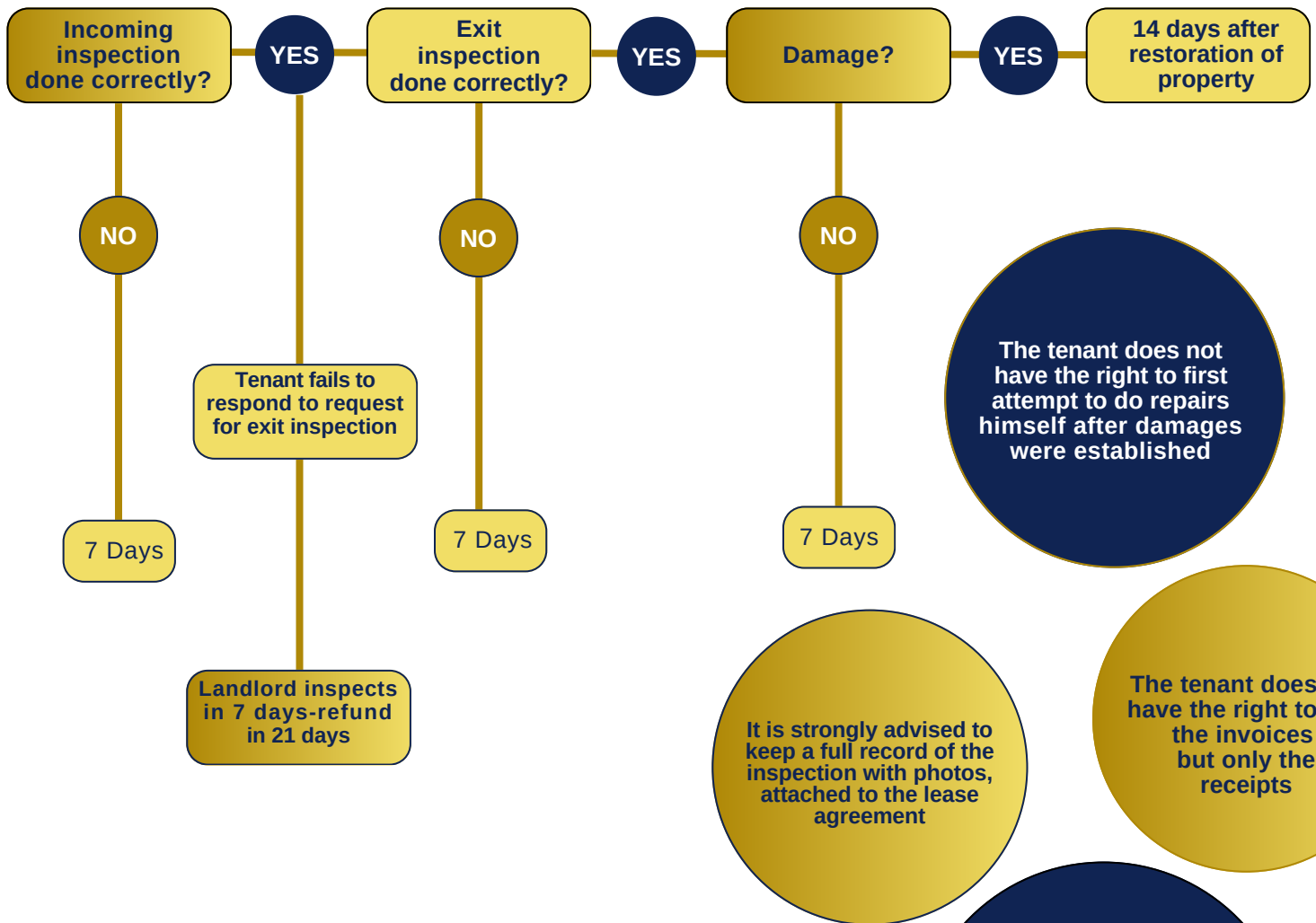
Refunded Within

21

Days after
expiry of the
lease agreement

DEPOSIT USE AND REFUND IN TERMS OF THE RENTAL HOUSING ACT

LEASE AGREEMENT EXPIRATION



DEPOSIT REFUND Sub-Section 5 (3)(g) - (n)

When: on expiration of lease agreement

Proper Inspection - both landlord and tenant is present at the inspection and all damages recorded of the property:

| | |
|------------|---------------------------|
| No Damage | 7 Days |
| (a) Damage | 14 Days after restoration |

Landlord doesn't inspect:

- Deemed No Damage pay in 7 Days

Landlord calls for inspection and tenant doesn't respond:

- Landlord must inspect within 7 Days refund within 21 Days

Receipts for inspection



Dedicated to Property Law
SSLR Incorporated
Attorneys, Notaries & Conveyancers
www.sslr.co.za
086-100 7757



WEAR AND TEAR GUIDELINES

Wear and tear in properties refer to the gradual deterioration that occurs from normal, everyday use. This process is inevitable and includes minor scuffs on walls, fading paint, carpet wear, and appliance aging. Unlike damage caused by neglect or misuse, wear and tear result from the natural aging of materials and fixtures. Tenants are responsible for taking reasonable care of the property and promptly reporting maintenance issues, while landlords are responsible for addressing these issues and performing regular upkeep to ensure the property remains in good condition. Regular maintenance and periodic updates can mitigate some effects, but all properties will exhibit signs of wear and tear over time.

WEAR AND TEAR

INDICATION OF TYPICAL WEAR AND TEAR VS DAMAGES

Wear and tear

- Worn out keys
- Loose or stubborn door lock
- Loose hinges or handles on doors
- Worn and dirty carpeting
- Carpet seam unglued
- Scuffed wood floors
- Linoleum worn thin
- Worn countertop
- Stain on ceiling from rain or bad plumbing
- Plaster cracks from settling
- Faded, chipped or cracked paint
- Loose wallpaper
- Balky drapery rod
- Faded curtains and drapes
- Heat blistered blinds
- Dirty window or door screens
- Sticky window
- Loose or inoperable faucet handle
- Toilet runs or wobbles
- Closet bi-fold door off track

Damages

- Lost Keys
- Broken or missing locks
- Damage to a door from forced entry
- Torn, stained or burned carpeting
- Rust or oil stains on carpet
- Badly scratched or gouged wood floors
- Linoleum with tears or holes
- Burns and cuts in countertop
- Stain on ceiling from overflowed tub
- Holes in walls from kids or carelessness
- Unapproved (bad) tenant paint job
- Ripped or marked-up wallpaper
- Broken drapery rod
- Torn or missing curtains and drapes
- Blinds with bent slats
- Torn or missing screens
- Broken window
- Broken or missing faucet handle
- Broken toilet seat or tank top
- Damaged or missing bi-fold door

Wear and Tear guidelines

IT IS ADVISABLE THAT ENTRY AND EXIT INSPECTIONS ARE CRUCIAL WITH THE LESSEE AND LESSOR PRESENT TO AVOID DISPUTES.

Responsibilities of Landlords and Tenants in Rental Properties

Landlord Responsibilities:

- Landlords are responsible for maintaining rental properties.
- Normal wear and tear, which occurs naturally as the property ages, is the landlord's responsibility and is not the fault of the tenant.

Tenant Responsibilities:

- Tenants must promptly report any damages or maintenance issues to the landlord or managing agent.
- If a tenant fails to report an issue and the condition worsens, the tenant may be responsible for the resulting damage. For example, if a leak under the bathroom sink is not reported and it causes permanent damage to the bathroom cupboard, the tenant may be required to cover the cost of replacement.

Normal Wear and Tear vs. Tenant-Caused Damage:

- Normal Wear and Tear: This refers to the expected deterioration of the property over time due to regular use. The landlord is responsible for the costs associated with normal wear and tear.
- Tenant-Caused Damage: Damage caused by tenants due to negligence, carelessness, or abuse is the tenant's responsibility. The landlord is not liable for these damages.

Calculating Tenant-Caused Damage:

- When determining the cost for tenant-caused damage, consider the property damage and the cost of replacement.
- Deduct the depreciation value based on the item's useful life. The useful life refers to how long the item is expected to be usable.
- If the item was not brand new when the tenant moved in, calculate the natural depreciation before determining the repair fee.

Current South African Case Law: Recent South African case law supports these principles, emphasising the responsibilities of both landlords and tenants. Tenants are expected to maintain the property and report issues, while landlords must account for natural wear and tear without penalising tenants. Any disputes regarding damages versus wear and tear are typically resolved by examining the nature and extent of the damage and whether it resulted from normal use or tenant negligence.



CALCULATING THE COST OF DAMAGES

Charging a Tenant for Property Damage

1. Determine the original usable life of the item.
2. Calculate the remaining usable life of the item before the damage.
3. Obtain a replacement quote from a licensed contractor or store.
4. Multiply the remaining usable life percentage (from Step 2) by the replacement cost (from Step 3).
1. The result from Step 4 is the tenant's responsibility.

For full replacement, use the following example:

- Example 1:
 - Item: Carpet in a high-traffic area
 - Original Condition: 2 years old at tenant's occupation
 - Damage: Fully damaged by dogs after 1 year of lease
 - Replacement Cost: R13,500
 - Calculation:
 - Usable life: 5 years
 - Used up: 3 years (2 years prior + 1 year of lease)
 - Remaining: 2 years
 - Pro-rata cost per year: R2,700 ($R13,500 / 5$)
 - Tenant's responsibility: R5,400 ($2 \text{ years} * R2,700$)
- Example 2:
 - Item: Carpet in a high-traffic area
 - Original Condition: 2 years old at tenant's occupation
 - Damage: Fully damaged by dogs after 3 years of lease
 - Calculation: No charge to tenant as the carpet's reasonable lifespan (5 years) is reached.

| ITEM | WEAR AND TEAR - LESSOR | TENANT RESPONSIBILITY |
|---|--|---|
| Countertops | Light scratches and light watermarks | Countertops - burnt areas, chipped countertops, and/or multiple stains, kitchen counters scratched due to cutting |
| Tiles - grout | Dirty grout surrounding the tiles – Mildew forming in grout lines in the bathroom tiles Loose grout | broken pieces or missing tiles are damages |
| Mould | Mould caused by poor building ventilation issues | Mould caused by lack of regular cleaning or poor ventilation due to tenant closing windows |
| Sinks and pipes | Rust and clogging caused by age of sink and pipes | Rust and clogging caused by improper use and cleaning ie: pouring oil, fat, rice and other food items down the drain. |
| Geyser | bursts , malfunctioning, wear & tear | If tampered or damaged by lessee by negligence or direct action from lessee |
| Electrical | shorts, wear & tear, all standard maintenance | If tampered with /damaged by lessee either by negligence or direct action from lessee |
| Lightbulbs / batteries | | Replace all Replacement batteries for smoke detectors |
| Carpets lifespan:5 years in high traffic areas, ie stairs, study, living areas10 years in low traffic areas, ie bedrooms | The overall deterioration to the carpet from repeated cleanings or being walked onFurniture marks in carpet | Carpets - spilled liquids, cigarette burns, iron marks, oil stains or mud tracked onto carpets, carpets discoloured due to pets or stains |
| Floors – useful lifeWood - 100 yearsVinyl - 50 yearsCarpet – 10 years Laminate wood – 10 yearsScreed, cement – 5 years – normal for cracks and chips to occurTile – 20 years | Scuffed from normal use, faded from sunlight | Large chips or gouged floors. Missing tiles or boards. Water stains on wood. |
| Walls – 5 years on paint | plaster that has cracked as a building settlesDents in walls from door handles Small nicks, cracks, smudges, scuffs from daily use | Large holes; missing walls, missing cornices. Excessive number of nail holes requiring patchwork |
| Paint – lifespan of 5 years | Faded paint or wallpaperFaded paint or wallpaper due to sunlight. | Water damage from indoor plants, unapproved paint or wallpaper, rubbing from furnitureNails, pictures, walls damaged due to nails or screws, paint discoloured as a result of cigarette or candle smoke |

| ITEM | WEAR AND TEAR - LESSOR | TENANT RESPONSIBILITY |
|---|--|--|
| Windows, doors, and frames | old, warped window frames – maintenance Warped doors caused by age, temperature or moisture Warped windows caused by the flow of the glass, age, temperature or moisture Sticking doors .Cracked window pane or sill from normal use and environmental factorsDirty or faded window treatments | windows damaged as a result of being slammed Broken window or windowsill from tenant abuseMissing or ruined window treatmentsBroken latches and handles from failure to close window when the wind blowsDoors and frames damaged by trying to open it without a keyDoor handles and locks broken or keys missing |
| Curtains / blinds - approximate useful life – 10 years | Faded curtains | Dirty, torn, missing, accessories missing/broken |
| Plumbing | Broken plumbing caused by normal use. Drains blocked due to tree roots | blocked drains caused by flushing nappies, sanitary pads etc. |
| Appliances – approximate useful life – 10 years | Broken appliances if not from misuse Filter changes, gasket replacement, small part replacement, which is normal through regular use | Broken parts, accidental dents, missing appliances |
| Fixtures, handles | Tarnish on bathroom fixtures Steam damage – bad air ventilation design in bathroomLoose handles or doors on kitchen or bathroom cabinets | Steam damage – not airing bathroomBath plug missingBath rails missing / damagedToilet roll holders missing / damaged |
| Garden and plants | Big trees and shrubs pruning, if necessary and in danger of falling over or damaging the walls, etc. | General maintenance - edging, mowing, watering, pruning and weeding, compost, maintaining existing plants and trees. If plants have perished during the tenancy, the tenant is to replace with similar or cover the cost for a landscaper to replace. Only exception if water restrictions prevented from watering for extended periods of time. |
| General | If reported issue was not attended to by the Lessor, any resulting damage will be for Lessor's account | Any damage to the structure and fixtures because of the tenants' negligence, or failing to report issues, or by not looking after the premises, will result in liability for the tenants to repair. |
| Gutters and Pipes | If blockage caused by trees' roots or overgrown trees that need pruning by the Lessor, this will be their responsibility | keeping all gutters and pipes free from obstruction.Blocked drains and roof leaks due to gutters that were not regularly cleaned will be for the tenant's account. |
| Swimming Pool - Kreepy Krauly | If perished or broken | If maliciously or negligently damaged or neglected |
| Pests | None if property was pest free at inception of lease | All pests including ants, rats, snakes, cockroaches |

UNDERSTANDING

FULLY FURNISHED APARTMENTS

Furnishing a fully furnished apartment for rent can be overwhelming for landlords. To help, we've created a checklist outlining essential items expected in such apartments. The quantity of items will vary based on the number of occupants, but this guide provides a helpful starting point for what to purchase.

SUGGESTED INVENTORY FOR FULLY FURNISHED HOMES

LOUNGE

| | |
|--------------|---|
| LOUNGE SUITE | 1 |
| COFFEE TABLE | 1 |
| SIDE TABLE | 2 |
| TV AND UNIT | 1 |
| FLOOR RUG | 1 |

KITCHEN

| | |
|------------------------------|---|
| AUTO WASH MACHINE | 1 |
| DOUBLE DOOR FRIDGE / FREEZER | 1 |
| DISHWASHER | 1 |
| TUMBELDRYER | 1 |
| MICROWAVE | 1 |
| KETTLE | 1 |
| IRON | 1 |
| IRONING BOARD | 1 |
| TOASTER | 1 |
| VACUUM CLEANER | 1 |

DINING ROOM

| | |
|---------------------|-----|
| DINING TABLE (WOOD) | 1 |
| CHAIRS | 4-8 |
| SERVER/SIDE TABLE | 1 |
| FLOOR RUG | 1 |

PATIO

| | |
|-------------------------|---|
| PATIO FURNITURE SET | 1 |
| BRAAI (IF NOT BUILD IN) | 1 |



BEDROOM

| | |
|----------------------|---|
| QUEEN SIZE BED | 1 |
| QUEEN SIZE HEADBOARD | 1 |
| BEDSIDE PEDESTALS | 2 |
| BEDSIDE LAMPS | 2 |

| | |
|-----------------------|----|
| FITTED SHEET | 2 |
| FLAT SHEET | 2 |
| DUVET COVER | 1 |
| PILLOW CASES STANDARD | 4 |
| PILLOWS STANDARD | 2 |
| HANGERS | 20 |
| DUVET | 1 |
| BLANKETS | 1 |
| CURTAINS | 2 |
| FAN AND HEATER | 1 |
| FLOOR RUG | 1 |

BATHROOM

| | |
|----------------|---|
| BATHMAT | 1 |
| TOILET BRUSH | 1 |
| BIG TOWELS | 2 |
| MEDIUM TOWELS | 2 |
| SMALL TOWELS | 2 |
| BIN | 1 |
| LAUNDRY BASKET | 1 |

GUEST TOILET

| | |
|---------|---|
| BATHMAT | 1 |
| TOWELS | 2 |

SUGGESTED QUANTITIES PER BEDROOM AND BATHROOM

KITCHEN INVENTORY

| | |
|--------------------------------------|---|
| BROOM | 1 |
| MOP & BUCKET | 1 |
| KITCHEN BIN | 1 |
| DUST PAN AND BROOM | 1 |
| CUTTING BOARD | 2 |
| DISH DRIP DRY RACK | 2 |
| TEA POT | 1 |
| COOKING POTS | 3 |
| COOKING PANS | 3 |
| COLANDER | 1 |
| CHEESE GRATER | 1 |
| TEA CUPS | 6 |
| SAUCERS | 6 |
| COFFEE MUGS | 6 |
| SUGAR BOWL | 1 |
| MILK JUG | 1 |
| SERVING SPOONS | 4 |
| SALAD SPOONS | 4 |
| SALT AND PEPPER CELLARS | 1 |
| DINNER PLATES | 8 |
| SIDE PLATES | 8 |
| SOUP BOWLS | 8 |
| DESERT BOWLS | 8 |
| TUMBLER GLASSES | 8 |
| WHITE WINE GLASSES | 8 |
| RED WINE GLASSES | 8 |
| COOL DRINK / TALL GLASSES | 8 |
| MIXING BOWLS: LARGE, MEDIUM,SMALL | 3 |
| CUTLERY DIVIDER | 1 |
| KNIVES | 8 |

| | |
|---|---|
| DESERTSPOONS | 8 |
| SOUP SPOONS | 8 |
| FORKS | 8 |
| TEA SPOONS | 8 |
| CAKE FORKS | 8 |
| STEAK KNIVES | 8 |
| BREAD KNIFE | 1 |
| CARVING KNIFE & FORK | 2 |
| VEGETABLE KNIFE | 1 |
| TIN OPENER | 1 |
| POTATOES PEELER | 1 |
| DISH TOWELS | 4 |
| OVEN GLOVES | 2 |
| CORK SCREW | 1 |
| WOODEN SPOONS | 3 |
| GLASS WATER JUG | 1 |
| TABLE CLOTH | 2 |
| PLACE MATS | 8 |
| SERVING DISHES | 4 |
| SALAD BOWLS | 3 |
| ROASTING DISHES | 3 |
| BRAAI UTENSILS SET - TONGS,BRUSH, FORK | |
| COFFEE PLUNGER | 1 |
| KITCHEN SCISSORS | 1 |
| SPATULA | 1 |
| POTATO MASHER | 1 |
| EGG WHISK | 1 |
| SOUP LADLE | 1 |
| SPAGHETTI SPOON | 1 |
| STRAINER (SPOON) | 1 |
| MEASURING SPOONS | 1 |
| MEASURING JUG | 1 |

QUANTITIES DEPENDANT ON NUMBER OF OCCUPANTS

Secrets of rental law revealed: What every South African Tenant and Landlord Must know



Navigating the landlord-tenant relationship requires understanding legal obligations, effective communication, and timely response to issues.

Join Bianca Blackbeard, a senior associate at SSLR Incorporated Attorneys, a leading property law firm and the LuxLiv team. Bianca's vast experience in property law, particularly in the rental sector, brings invaluable insights into the complex dynamics between landlords and tenants. underscore the importance of managing expectations and adhering to contractual agreements to ensure a harmonious rental experience. By addressing these common tenant issues proactively, landlords can foster better relationships and minimise conflicts.

Bianca highlights the importance of timely maintenance to avoid tenant dissatisfaction and potential legal disputes. Landlords should have efficient systems in place for handling maintenance requests and approvals. Clear communication between property managers, landlords, and tenants is crucial.

Watch our podcast to learn more:

<https://www.youtube.com/watch?v=afKjuUHX43s>



Professional and honest!

We are tenants vacating a rental property. Our landlady decided to appoint multiple agents which was a pain with multiple pushy of rude agents demanding visits at short notice. Nicole was exemplary, polite and courteous. If I was a landlord looking to rent out or a prospective tenant she was perfect in her conduct and charming, and she is the absolute best. She's extremely professional and honest. We have been very happy with her services and highly recommend her.

IAN RALPH

Talk of the Town

Above and Beyond!!

I could not have managed the process of selling my property without the help from her. I am not in the country and she went above and beyond for me. She managed every step in a calm and professional way. Thank you so very much.

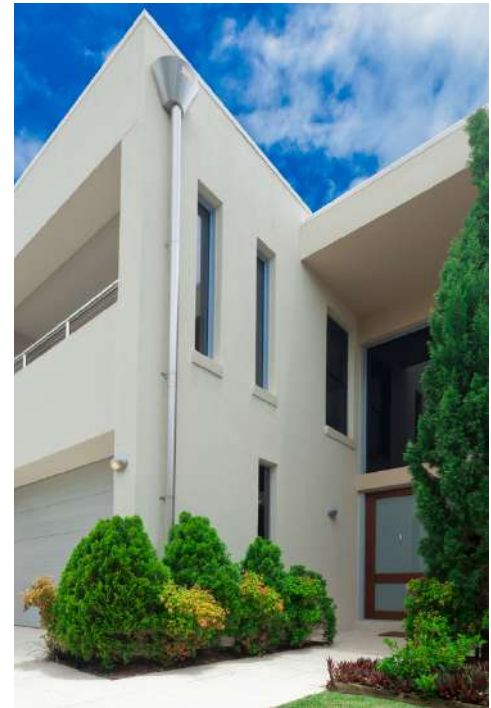
MONICA E



Knowledgeable and Professional!

The journey to look and purchase our property was made so much easier. She tirelessly and patiently directed us to many houses that fit our family requirements until we finally made a decision. We relied on her knowledge of the property market and legal requirements to complete our transaction with no difficulties. Everything was done in a transparent and very professional way.

PAULINE K



Crisp goals!

Expertise and dedication !

I would like to express my deepest gratitude to my estate agent Nicole, who went above and beyond in helping me to try and sell my mother's home. Throughout the process she demonstrated a remarkable level of professionalism, expertise and dedication that made all the difference in trying to find and secure the perfect buyer.

NATALIE STEPHAN

LUXLIV Property

WHO YOU WORK WITH MATTERS

A HOME IS NOT
A PLACE, ITS A

Feeling!

91 JEAN AVENUE, CENTURION

0783405087

MARUSSIA@LUXLIVPROPERTY.COM

WWW.LUXLIVPROPERTY.COM

**LUX
LIV**