

RENTAL GUIDE FOR TENANTS

THE COMPLETE RENTAL HANDBOOK

**LUX
LIV**

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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



TENANTS

Navigating the Path to Renting Your Property

LUXLIV
PROPERTY GROUP



UNDERSTANDING THE PROCESS

We're here to support you every step of the way, from outlining your property rental goals to receiving your keys to your home. 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 property.



FOR TENANTS

02 LEASE AGREEMENT

Ensure the lease agreement is in writing. Read and understand all terms before signing. Key elements include rental amount, deposit, lease duration, maintenance responsibilities, and any additional fees.

03 DEPOSITS

Landlords can require a security deposit, usually equal to one or two months' rent. The deposit should be held in an interest-bearing account. Obtain a receipt for the deposit payment.

05 MAINTENANCE AND REPAIRS

Report maintenance issues promptly. Understand what maintenance is your responsibility versus the landlord's. Landlords are generally responsible for major repairs (e.g., plumbing, electrical issues).



01 PROPERTY SEARCH

Use reputable property websites and agencies (e.g., Property24, Private Property). Verify the legitimacy of the landlord or agent. Visit the property in person if possible.



04 PAYING RENT

Pay rent on time as stipulated in the lease agreement. Keep records of all payments made. Use a traceable payment method, such as EFT.

Read the small print

06 MOVING IN AND OUT

Conduct a joint inspection with the landlord at move-in and move-out. Ensure any damages are documented to avoid disputes over the deposit. Return the property in the same condition as it was received, minus normal wear and tear.

07 RIGHTS AND RESPONSIBILITIES

Tenants have the right to a safe and habitable living environment. Abide by the terms of the lease and respect the property. Respect neighbors and common areas if applicable





UNDERSTANDING HOMES

As a Tenant, knowing the different types of homes available in the market is vital for making informed decisions that align with your lifestyle and preferences. Each type offers distinct advantages and considerations, from charming single-family homes to contemporary apartments and everything in between.

Where should you live?

HOME TYPES



NEW CONSTRUCTION

You can either purchase your own land and contract with a builder or you can select a move-in-ready home designed by the homebuilder.

FOR YOU IF: You want control over the process and a fresh new home to move into.

SINGLE-FAMILY HOME

Your very own oasis! No shared walls, roof, doors, or land. Just for you! Relax and feel at home!

FOR YOU IF: You want to prioritize your privacy and personalize your dream home!

TOWNHOUSE

One unit in a multi-unit property. You'll share walls and a roof with neighbours with maintenance covered by a monthly homeowners association fee

FOR YOU IF: Want the feel of a single-family home but at a lower price.

APARTMENT

A single unit within a multi-unit building or property. Shared amenities like a laundry room, pool, dog-walking area, and fitness center.

FOR YOU IF: You want a typically more affordable option and less maintenance.



A photograph of a modern, multi-story apartment building with white facades and glass-enclosed balconies. The image is overlaid with a dark blue gradient, which is most prominent on the right side. The text is centered over the building's facade.

UNDERSTANDING AREAS

Start by identifying a specific area to begin your search, such as the west side of town if your job is located there.

The checklist on the following page will assist you in evaluating the different areas based on your preferences and priorities, making it easier to find the perfect location that suits your lifestyle.

neighbourhood

CHECKLIST

SAFETY + SECURITY

- Low crime rates
- Well-lit streets
- Neighbourhood watch programs
- Nearby police and fire stations

SCHOOLS + EDUCATION

- Proximity to quality schools
- School ratings and performance
- Availability of childcare

COMMUTE + ACCESSIBILITY

- Distance to work and public transportation
- Traffic during rush hours
- Proximity to major highways

AMENITIES + COMMUNITY

- Nearby parks, playgrounds, Shopping, Entertainment
- Fitness centers, sports facilities, and dog parks
- Vibrant community, friendly neighbours

FUTURE DEVELOPMENT + VALUE

- Check for any upcoming construction projects
- Potential impact on property values and lifestyle
- Historical property value trends in the area
- Projections for future property appreciation



A modern dining room with a round table, blue chairs, and a chandelier. The room features a white wall with vertical paneling, a round mirror, and a grey sofa in the background. The text is overlaid on the image.

UNDERSTANDING VIEWINGS

Viewings give you a firsthand experience of potential properties, exploring their unique features and envisioning their possibilities. Before starting, craft a list of your preferences (we've created some prompts for you on the following page) and must-haves to ensure each home aligns with your vision.

Finding the right home can be overwhelming, but a structured approach can simplify your decision. Use our Home Matrix to list below and prioritize your needs, focusing on key features and the all-important "golden triangle" of school, work, and social proximity. Compare your top choices and gain clarity in your house-hunting journey.

Homework



YOUR HOMEWORK

Identify your needs:

- List the features you want in your home.
- Note your deal breakers.
- Consider what you're willing to compromise on, For example: for a family of four, having at least three bedrooms might be essential.

Focus on the "Golden Triangle":

When evaluating homes, consider their position relative to key areas:

- School: Is it close to good schools?
- Work: How far is the commute?
- Social: Are there amenities and social activities nearby?
- Finding a balance between these three can significantly impact your daily life.

Type → **Single-Family, Cluster, Townhouse, Apartment**

Area → **What neighbourhood or type of area did you have in mind?**

Features → **Make a list of must-haves and deal breakers**

HELPING YOU CHOOSE THE RIGHT HOME

THE SMART HOME MATRIX

Create Your Home Matrix with your top priorities and rate each property on a scale of 1 to 5 (1 being the least, 5 being the most).

| IMPORTANT FEATURES | LEVEL OF IMPORTANCE TO YOU | HOME 1 SCORE | HOME 2 SCORE | HOME 3 SCORE | HOME 4 SCORE |
|-------------------------------------|----------------------------|--------------|--------------|--------------|--------------|
| SECURITY | | | | | |
| PROXIMITY TO WORK | | | | | |
| SUFFICIENT SPACE AND NO.OF BEDROOMS | | | | | |
| AVAILABILTY OF A STAFF ROOM | | | | | |
| QUALITY OF FINISHES | | | | | |
| SELLING PRICE IS IT WITHIN BUDGET? | | | | | |
| AESTHETICALLY APPEALING | | | | | |
| LAYOUT- FLOW | | | | | |
| TOTALS | | | | | |

Compare and score your top four homes: this system will give you clear insights and help you make an informed decision when undecided.

Make Your Choice with Confidence:

With the matrix, you'll see how each home meets your priorities.

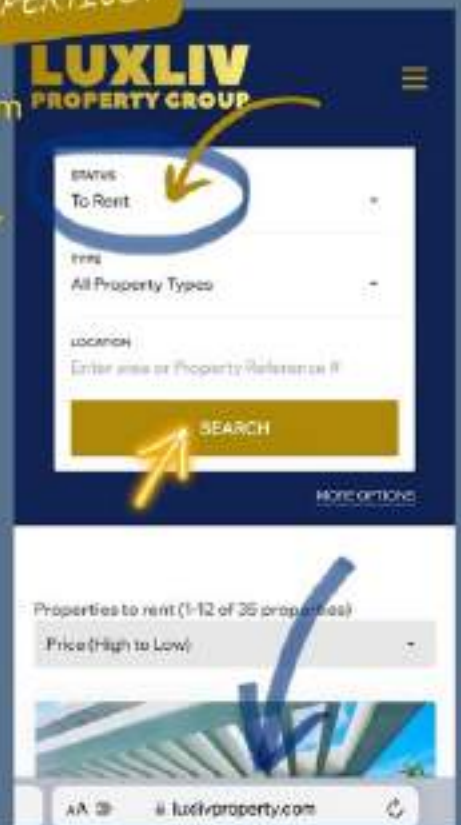
You'll be surprised at the clarity and confidence this brings to your decision-making process.

RENTAL APPLICATION PROCESS

WANT TO RENT ONE OF OUR PROPERTIES?

STEP 1

Get the rental application link from your agent, or find it on our website, www.luxlivproperty.com, under the property you are interested in



Complete the tenant application and attach all required documents

STEP 2

Pay the application fee:
R250 per applicant, for natural person;
R500 if applying as a juristic person
Email us payment proof:
rentals@luxlivproperty.com

BANK DETAILS

LUXLIV PROPERTY GROUP
FNB - Trust Account
Branch: 250 655
Account: 63072349012
Ref: YOUR NAMES

Please note, a minimum of 5-7 days turn around time is needed for lease applications and documentation to be completed

STEP 3

Receive feedback from our office on the application. If successful, prepare to start signing lots of docs :)

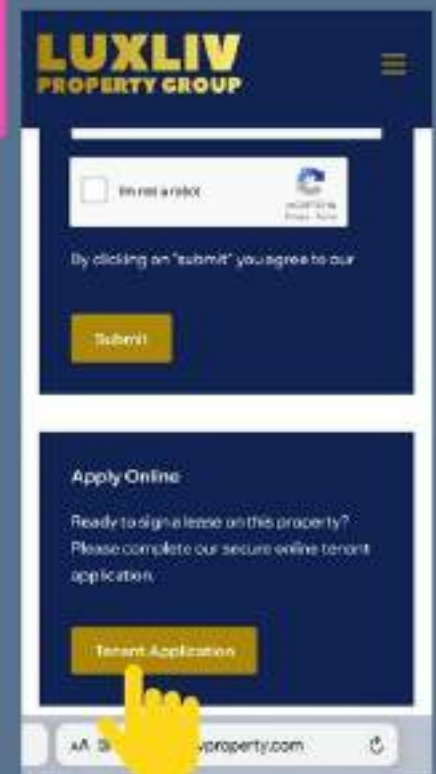
STEP 4

COSTS ASSOCIATED WITH RENTALS:

Should you be successful with your application, the following costs will apply, please ensure you budget for these:

- 1 month deposit (unfurnished), 2 months furnished rentals
- utility deposit, if applicable
- admin fee to complete the lease agreement, ask your agent
- first month's rent, pro-rata rent if applicable

Please feel free to contact us at any point should you have questions or queries regarding the process on rentals@luxlivproperty.com, 061 515 5663, or your agent.



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)
-

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 | | |



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T - 086-100 7757
E - enquires@sslr.co.za
W - www.sslr.co.za



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 TENANT

- **MOVING COSTS** - Moving supplies, renting a truck, and booking movers.
- **UTILITIES DEPOSIT**- This covers your last months utilities after you move out, the difference should be refunded by the landlord.
- **DEPOSIT** - Usually one months rent for unfurnished and two months rent for furnished apartments
- **LEASE FEE** - This is a fee to draw up and process the lease agreement
- **CREDIT CHECKS** - This is the fee charged by the agency to process the credit checks
- **INTERNET** - The cost incurred to set up your internet

ONGOING MONTHLY COSTS

- **WATER**

- **ELECTRICITY / GAS**

- **EFFLUENT/ SEWAGE/ REFUSE**

- **WIFI**

- **SECURITY FEES**

- **HOME CONTENTS INSURANCE**

- **GENERAL UPKEEP**

- **GARDEN AND POOL 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

MOVING CHECKLIST

TWO MONTHS BEFORE

- Start downsizing and donating old and unwanted items
- Research moving costs and companies
- Collect school records and transfer
- Order packing supplies

ONE MONTH BEFORE

- Change your address and send moving notifications to friends and family
- Find local healthcare providers and shopping necessities
- Buy any new appliances or make plans for what to buy

TWO WEEKS BEFORE

- Contact utilities
- Finalize moving arrangements

2-3 DAYS BEFORE

- Plan expenses for moving
- Defrost your fridge
- Clean as you continue to pack
- Pack things you will need right away separately

MOVING DAY

- Do a final walkthrough
- Keep all receipts
- Pre-clean, seal any windows or doorways
- Check for damages in your new home that will need to be fixed
- Unpack and have fun!





UNDERSTANDING

DEPOSITS

T 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.

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.

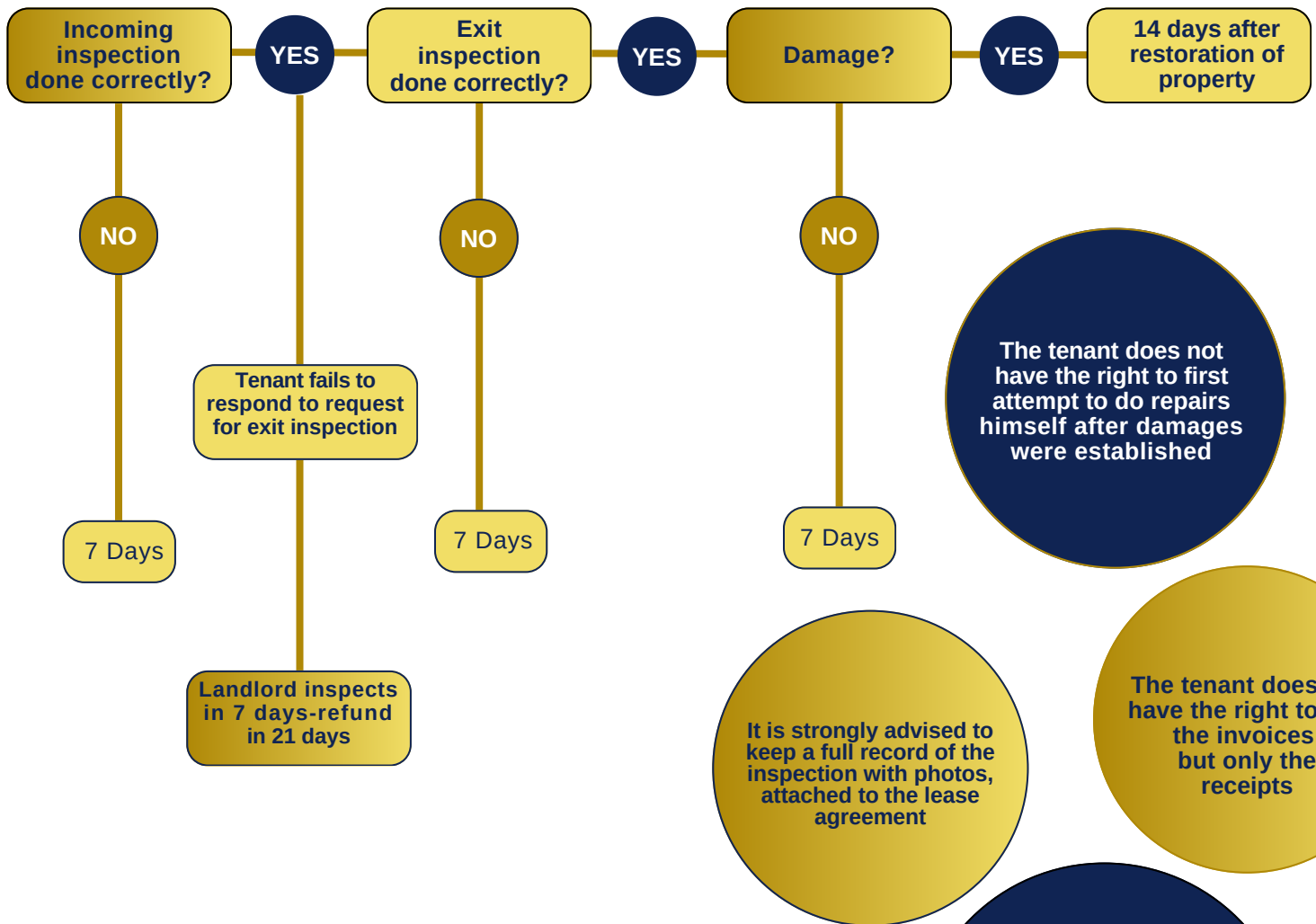
Summary

- **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.

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



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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

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 |

IMPORTANT PROCEDURE TO FOLLOW WHEN LEAVING YOUR RENTED PROPERTY:

| ITEM | CHECK |
|--|-------|
| READ YOUR LEASE TO MAKE SURE YOUR RESPONSIBILITIES AS A TENANT ARE FULFILLED | |
| HAVE YOU PAID YOUR ELECTRICITY AND WATER ACCOUNTS? (IF APPLICABLE) | |
| HAVE YOU MADE A COPY OF THE PROOF OF PAYMENTS FOR THE LANDLORD / ESTATE AGENT? | |
| HAVE YOU CANCELLED YOUR SECURITY CONTRACT, DSTV, TELKOM, ADSL, MOBILE CONTRACTS AND PAID THE ACCOUNTS IN FULL? | |
| IF THE LEASE HAS STATED 'PROFESSIONAL CLEANING' ON EXIT, HAVE YOU ARRANGED FOR THIS? (IF APPLICABLE) | |
| THE HOUSE IS TO BE LEFT IN A CLEAN AND TIDY MANNER AS PER COMMENCEMENT OF THE LEASE, INCLUDING STAFF QUARTERS | |
| HAVE YOU MADE A COPY OF THE RECEIPT AS PROOF FOR THE LANDLORD / ESTATE AGENT? | |
| LIGHT BULBS TO BE REPLACED AND REMOTE BATTERIES REPLACED (IF APPLICABLE) | |
| KEYS AND REMOTES RECEIVED AT COMMENCEMENT OF LEASE TO BE RETURNED. | |
| ALL OTHER KEYS TO BE PLACED IN THE CORRECT DOORS AS PER COMMENCEMENT OF LEASE. | |
| ALARM CODES GIVEN TO LANDLORD / ESTATE AGENT ON EXIT | |
| ANY REPAIRS TO BE COMPLETED BY THE EXIT DATE (IF APPLICABLE) | |
| BEFORE LEAVING THE RENTED PROPERTY: | |
| WALK AROUND THE HOUSE AND GARDEN AND CHECK FOR ANYTHING THAT YOU MAY BE HELD RESPONSIBLE FOR, INCLUDING MISSING KEYS AND REMOTE CONTROLS, SPRINKLER HEADS | |
| ARRANGE TO HAVE ANY DAMAGES YOU MAY HAVE CAUSED REPAIRED OR REPLACE MISSING ITEMS BEFORE THE FINAL INSPECTION (E.G. REPLACING BLOWN LIGHT BULBS) | |
| OUTSIDE: | |
| GET LAWNS MOWED AND EDGES TRIMMED, WEEDS REMOVED FROM ALL AREAS (PAVING, GARDENS AND LAWN) | |
| ALL PAVED AREAS TO BE SWEEPED AND CLEANED (VERANDA/PATIO, GARAGE, CARPORT, DRIVEWAY AND OTHER PAVED AREAS) | |
| THE SWIMMING POOL MUST BE THOROUGHLY CLEANED AND SURROUNDING AREA SWEEPED. | |
| CONFIRM THAT THE ELECTRIC FENCE, SWIMMING POOL PUMP, BOREHOLE AND IRRIGATION SYSTEM ARE IN SOUND WORKING ORDER (IF APPLICABLE) | |
| IF PETS WERE KEPT ON THE PROPERTY, ALL ANIMAL DROPPINGS TO BE REMOVED | |
| INSIDE | |
| ALL NAILS AND PICTURE HOOKS NOT NOTED ON COMMENCEMENT OF THE LEASE TO BE REMOVED, WALLS REPAIRED AND REPAINTED FROM CORNER TO CORNER. (THIS IS VERY IMPORTANT) | |
| ARRANGE FOR GAS BOTTLES TO BE REFILLED OR REPLACED (IF APPLICABLE) | |
| ALL ROOMS TO BE DUSTED, SWEEPED AND CLEANED. ALL CUPBOARDS TO BE CLEANED. | |
| GENERAL | |
| REPORT ANY KNOWN LEAKS TO THE LANDLORD / ESTATE AGENT | |
| FINAL INSPECTION MUST BE DONE WITH YOU THE TENANT SO THAT ANY DISCREPANCIES OR EXPLANATIONS CAN BE CLARIFIED AND UNDERSTOOD | |
| TAKE FINAL ELECTRICAL AND WATER METER READINGS | |
| SUPPLY AGENT WITH YOUR BANKING DETAILS FOR DEPOSIT (IF APPLICABLE) | |
| NAME OF ACCOUNT HOLDER: NAME OF BANK: | |
| TYPE OF ACCOUNT: BRANCH NAME: | |
| BRANCH NUMBER: ACCOUNT NUMBER: | |



UNDERSTANDING

PETS IN COMMUNITY SCHEMES



The debate about pets in community schemes and even to some extent in HOA's is getting much more attention these days and therefore it is important to make sure where your pet fit into the rules of a community scheme or rules of the HOA.

WHERE DOES MY PET FIT INTO THE RULES OF COMMUNITY SCHEMES

You get 3 different types of people in any community scheme, and this is not to generalize at all, the "I cannot live without my pet, they are my world and I would do anything for them", the "I do not have my own pets, but if they do not bother me, I will not bother them" and then the "I cannot stand animals in my house". And there is no right or wrong here, but it is because of this that the relationship between all involved need to be looked after and common ground should be found.

Community schemes are regulated to a large extent by the Sectional Titles Scheme Management Act of 2011. The main idea behind the act is to regulate a community living in close proximity with each other to such an extent that they can live in harmony with each other.

As this is becoming more the norm because of security benefits, you will have to familiarize yourself with the requirements of living in such a scheme.

Always make sure what the relevant community scheme's pet policy is before you buy or rent in such a scheme. If there already is a "no pet policy", you would have to adhere to this policy as the scheme has every right to impose such a policy. If you already live in a scheme, and pets are allowed, should any changes be made to the rules of the scheme, this will have to be addressed in a vote of all shareholders and cannot be changed unilaterally.

When you move into a scheme and you already have pets, your attention can be drawn to the Prescribed Conduct Rules in Annexure 1 of the Regulations to the Sectional Titles Schemes Management Act which states that consent must be obtained, which consent cannot be unreasonably withheld: "Keeping of animals, reptiles and birds –

1. The owner or occupier of a section must not, without the trustees' written consent, which must not be unreasonably withheld, keep an animal, reptile or bird in a section or on the common property.
2. An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
3. The trustees may provide for any reasonable condition in regard to the keeping of an animal, reptile or bird in a section or on the common property.

4. The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule 3."

It is understandable that you would like to live in an area or community which does not cause any disturbance to you and your family. And therefore, free of consistent barking for example or cats roaming free at all hours and entering your property.

It has to be established then, when a pet is brought into this community, whether this pet will interfere with the other homeowners or tenants' right to use and enjoy their property in an undisturbed manner. Consent can never be withheld without good cause and the trustees of the community scheme will need to consider each request on its own merits. For example, if a certain cat caused a problem, it cannot merely be assumed that all cats will cause the same problem. However, we are dealing with animals here, and dogs bark, that is part of their nature, and one cannot change that. It is when the barking becomes a nuisance that the behaviour needs to be addressed and the owner is then responsible to make sure the problem does not persist. It was decided in the case of "Body Corporate of The Laguna Ridge Scheme No 152/1987 v Dorse 1999 (2) SA 512 (D)" that trustees are to consider each request for permission to keep a pet individually and they are not entitled to refuse an application on the basis that they are afraid of creating a precedent.

Should you find yourself in a situation where you are in breach of the rules of the scheme, you will have to be advised in writing and given the opportunity to remedy the breach. In some instances a hearing might need to be held and a decision made by the trustees, should the owner fail to remedy the breach or permission will be withdrawn to have a pet.

If it is found that the pet is a nuisance to such an extent that it cannot be allowed to remain in the property and the scheme, the owner will have to be given reasonable time to remove the pet and make alternative arrangements. Permission to keep a pet in a community scheme will again have to be applied for in the instance where a pet dies and the owner is of the intention to get a new pet. Permission does not carry over automatically.

In a case where you as the pet owner feel that permission is withheld without reason and unjust, you can address a complaint to CSOS to declare a dispute. This should however only be done where the parties involved cannot come to an agreement on the aspect.



RESOURCES

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

Consumer Protection Act: Provides additional protection for tenants.

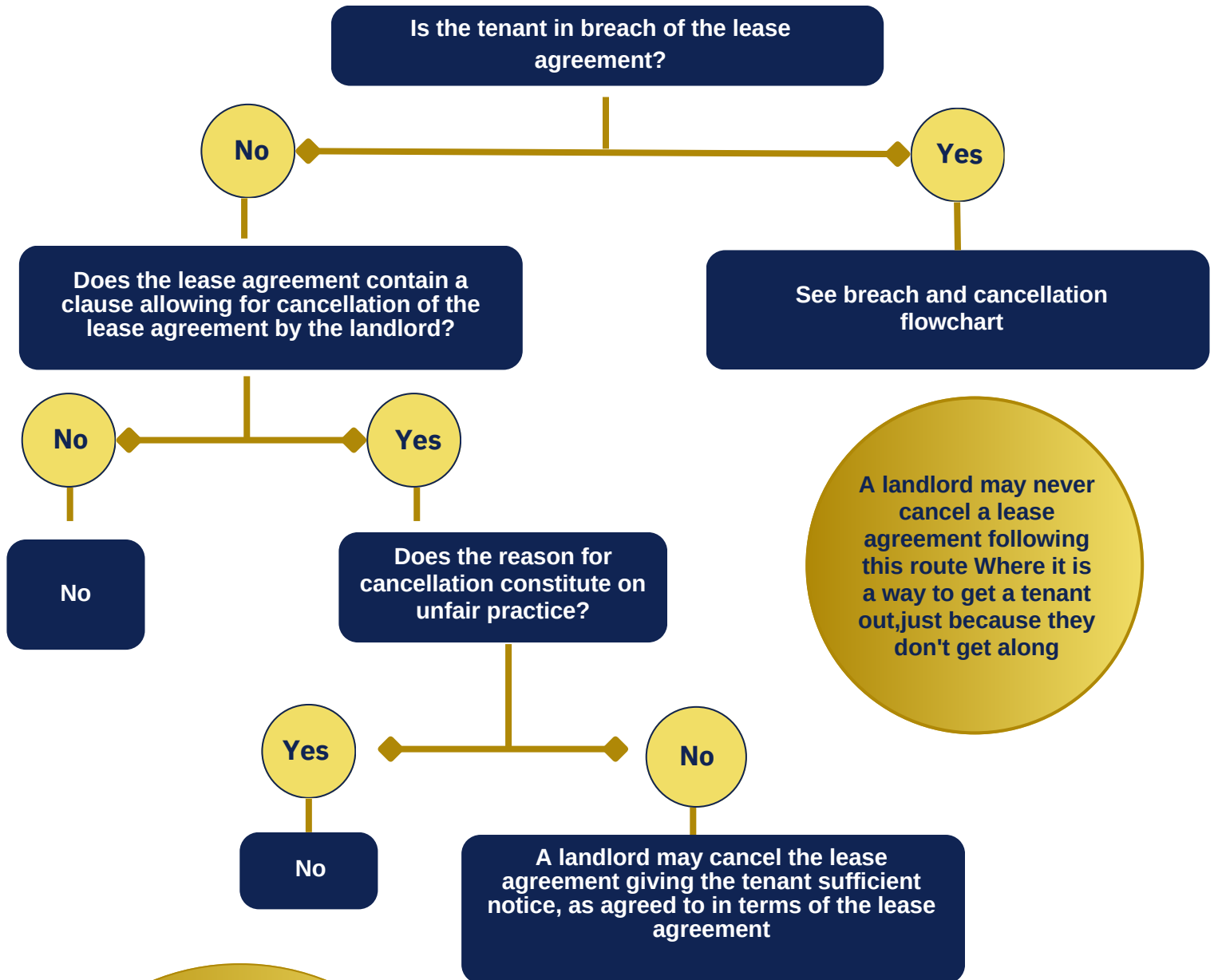
TPN Credit Bureau: Use this service to screen tenants and manage rental payments.

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

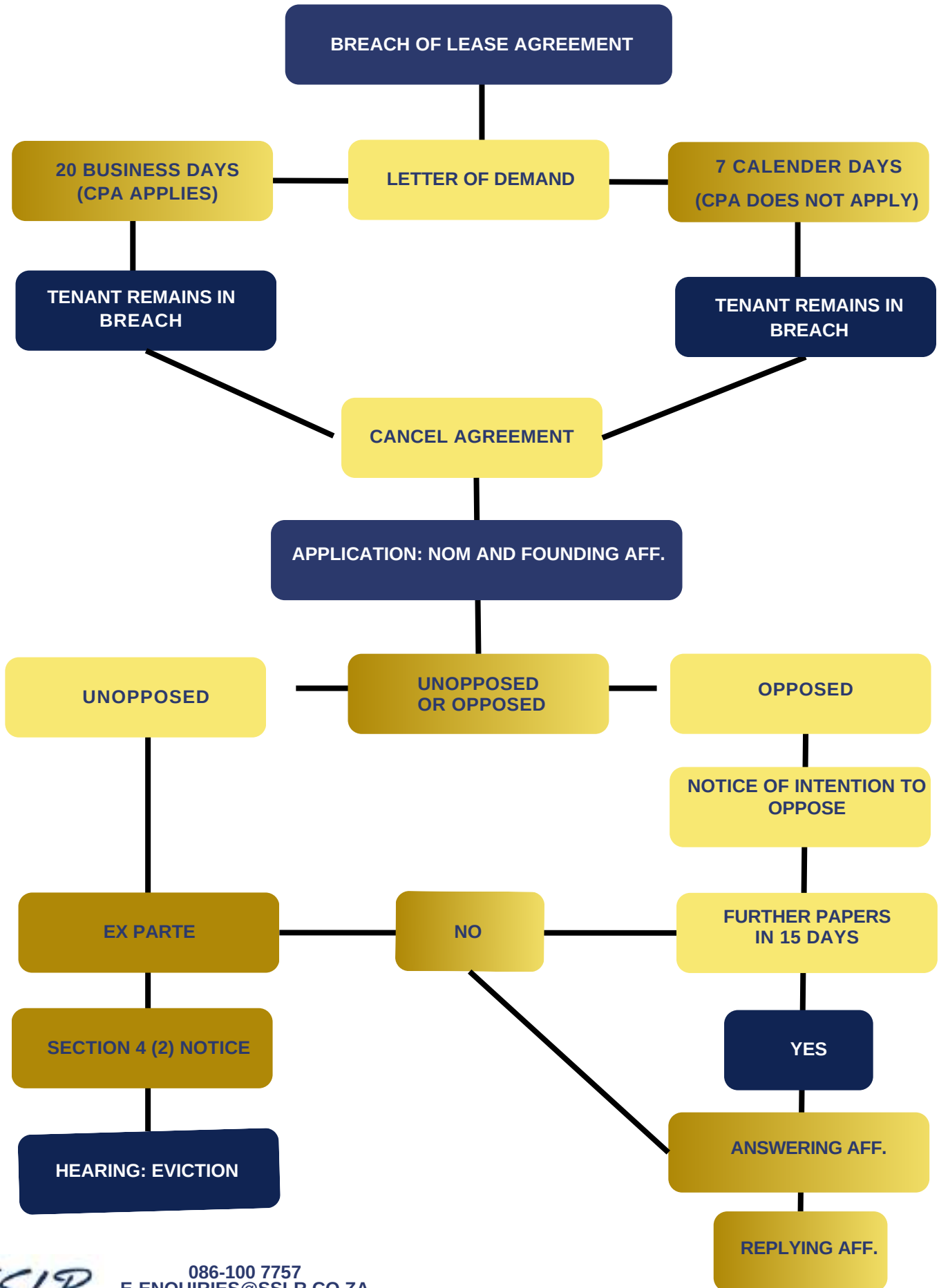
Section 4(5)(c) of the Rental Housing Act that would constitute an unfair practice:
Can get higher rent from another tenant.

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

CANCELLATION AND EVICTION



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:

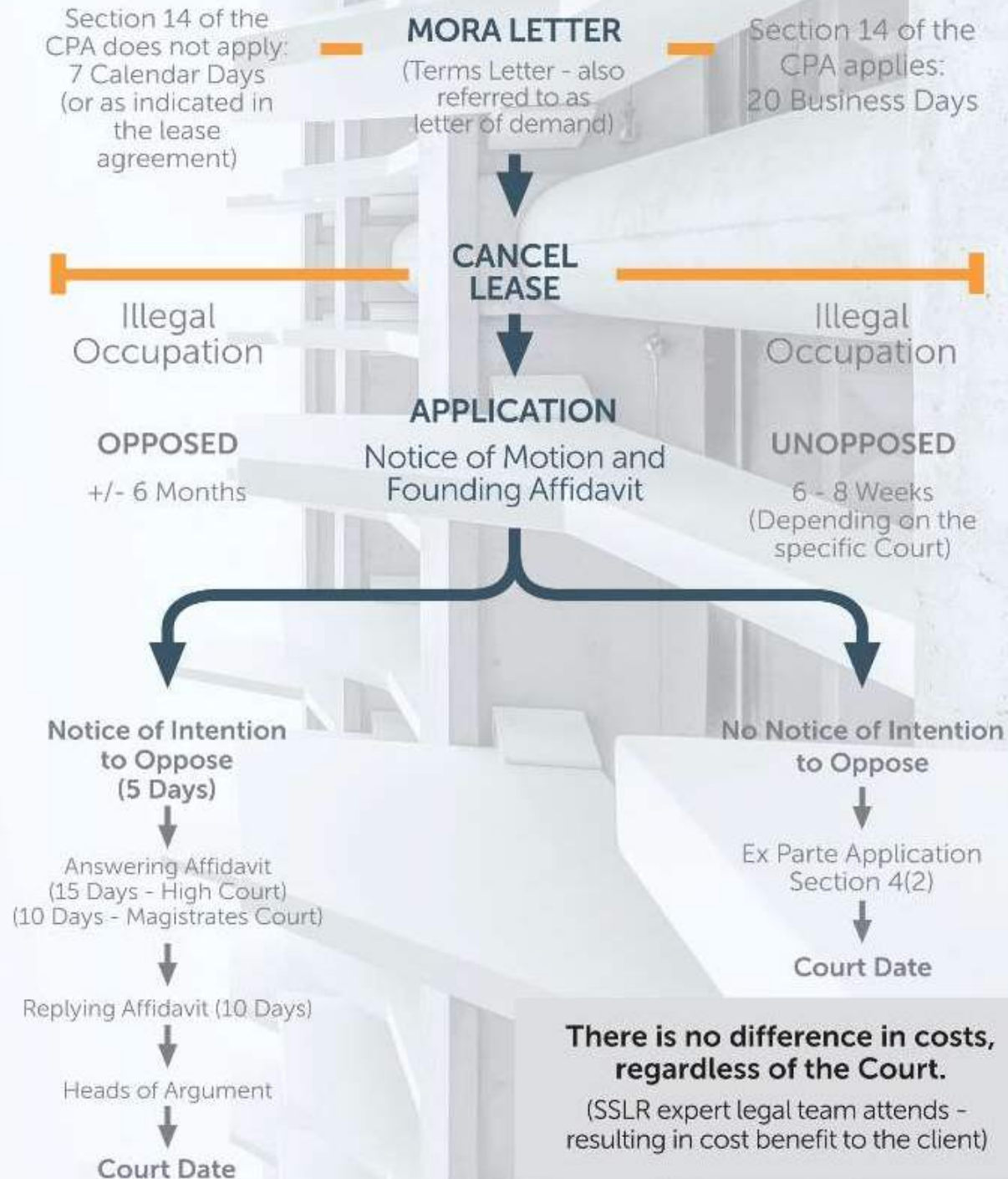
- Whether they would like the lease to be terminated on expiry, or
- They would like an extension of the lease through an Addendum, or a new Lease Agreement

Eviction Process



Dedicated to Property Law
SSLR Incorporated
Attorneys, Notaries & Conveyancers

Tenant in Breach



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

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