

CPA - TENANTS CLASSICAL QUESTIONS

Can My Deposit Be Used For My Last Months Rental And Other Obligations To The Landlord?

No, the tenants deposit cannot be used for the last months rental and other amounts owing to the landlord.

Section 4 (5)(a) of the Rental Housing Act provides that the landlord is entitled to prompt a regular payment of the rental or other charges in terms of the lease.

Section 5 (3)(g) provides that the deposit after it has been applied to certain items must be refunded to the tenant not later than 14 days of the return of the premises to the landlord.

Normally the lease agreement provides that the tenant cannot use the deposit in respect of the last months rental and obligations.

What Does "Fair Wear And Tear" Mean?

Fair Wear and Tear means damage or loss to the premises which happens as a result of the ordinary use of the premises over time.

The tenant must return the premises to the landlord in the same condition that the tenant received the premise, fair wear and tear excepted.

This means that the premises must be returned in the same condition except for any damage to the premises which would normally occur as a result of the passing of time. For example the tenant would not have to repaint the walls to the premises which had become somewhat faded as a result of the passing of several years.

Why Do I Get Billed For Electricity And Other Charges After I Have Moved Out The Premises?

The Municipalities normally read the meters at the premises towards the end of the month and then send their accounts to the landlords.

It may therefore occur if a tenant leave the premises at the end of June of 2011, that the landlord only receives the account for electricity for June 2011 at the end of July 2011. The landlord only then charges the tenant.

Also, the Municipality sometimes cannot gain access to the premises to read the meter. If this occurs the municipality normally charges an estimate of electricity. When the municipality does gain access to the premises to read the meter an adjustment is done to the account and the full remaining electricity is charged. It may then be at this stage that the landlord properly accounts to the tenant for electricity, even though the tenant has long left the premises.

Why Must I As The Tenant Inspect The Premises With The Landlord When I Move In And When I Move Out?

In terms of the Rental Housing Act the landlord and tenant must jointly before the tenant moves in, inspect the premises to ascertain whether any defects or damages exist.

Also when the lease expires the landlord and tenant must again jointly inspect the premises to see if any damage was caused to the premises during the tenants occupation.

If the landlord fails to inspect the premises before the tenant moves in, this constitutes an acknowledgement by the landlord that the premises are in a good and proper state of repair.

Should the tenant fail to respond to the landlords request for a joint inspection, on expiry of the lease, the landlord may alone inspect the premises and may deduct from the tenants deposit reasonable costs of repairing damage to the premises.