



**PROPTI**  
SALES & RENTALS  
A Division of NR Nagel Attorneys Inc.



**NR NAGEL**  
ATTORNEY | CONVEYANCER | NOTARY

# Landlord Guide

## General Questions & Answers

1

### Do I Need a Written Lease?

Although an oral lease may be legally valid, a written lease is strongly recommended to ensure enforceability, clarity of rights and obligations, and reduced dispute risk. A properly drafted written agreement records the agreed rental, deposit, duration, escalation, maintenance responsibilities, breach procedures and termination rights, thereby minimising ambiguity.

**NR Nagel Attorneys Inc prepares professionally drafted lease agreements aligned with current statutory requirements and best practice risk management principles, ensuring that your rights as Landlord are clearly recorded and legally defensible.**

2

### Can the Tenant cancel early?

Where the Consumer Protection Act applies, the Tenant may cancel the Lease on at least 20 business days' written notice. In terms of the NR Nagel Attorneys Inc Lease Agreement, an early cancellation penalty may be charged, subject to the maximum amount recorded in the Schedule and provided that it represents a reasonable pre-estimate of loss. The penalty is triggered only upon early termination by the Tenant and must not be punitive.

In determining the penalty, consideration is given to factors such as the unexpired portion of the Lease, marketing and re-letting costs, administrative expenses, and the time reasonably required to secure a replacement tenant.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, assesses and applies early cancellation penalties in accordance with the Lease provisions and CPA requirements to ensure that they are reasonable, properly calculated, and defensible if challenged.**

3

### Can I cancel the Lease if I want to sell the property?

The sale of the property does not automatically terminate the Lease. The principle of *huur gaat voor koop* applies, meaning the purchaser steps into the position of Landlord and the Lease remains binding.

However, the NR Nagel Attorneys Inc Lease Agreement permits the Landlord to give written notice of termination if he intends to sell the property, subject to the prescribed notice period and compliance with applicable legislation. Where the Lease grants the Tenant a right of first refusal, that right must be honoured before concluding a sale to a third party.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, prepares compliant notices and advises on lawful termination procedures to ensure that the process is contractually sound and procedurally defensible.**

4

### How long does a lease last?

The Initial Period recorded in the Schedule is a fixed-term period agreed between the Landlord and the Tenant. Upon expiry, the Lease automatically continues on a month-to-month basis on the same terms and conditions unless properly terminated or renewed in writing in accordance with the notice provisions of the Lease and applicable legislation.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, monitors lease expiry dates, manages renewal discussions where required, and issues the prescribed renewal or termination notices on your behalf. This structured administration ensures procedural compliance and removes the administrative burden from the Landlord while reducing the risk of unintended continuation.**

5

### What does “fit for habitation” mean?

A property is considered fit for habitation if it is structurally sound, safe, and reasonably suitable for residential occupation at the commencement of the Lease. This includes functioning plumbing and electrical systems, a weatherproof structure, secure access, and compliance with basic health and safety standards.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, ensures that ingoing inspections are conducted and that the condition of the property is properly documented at handover.**

A properly maintained and well-presented property not only satisfies legal requirements but also attracts stronger tenant profiles and reduces vacancy risk.

## 6

### What are my obligations as a Landlord?

You are required to provide a property that is reasonably fit for habitation at the commencement of the Lease and to maintain the structural integrity and major systems of the premises throughout the lease period. You must respect the Tenant's right to undisturbed use and enjoyment, provide lawful access only with proper notice (except in emergencies), and comply with the inspection requirements prescribed by the Rental Housing Act.

You are further required to issue receipts for all payments received and, where applicable, provide clear tenant statements reflecting rental, utilities, arrears and any other charges. The Rental Housing Act requires that any deposit received be invested in an interest-bearing account, with proper accounting and disclosure to the Tenant. Upon request, the Tenant is entitled to proof of deposit investment and, at termination, to a clear reconciliation statement reflecting any lawful deductions.

You must follow the contractual breach procedures and lawful termination processes set out in the Lease and applicable legislation. Self-help measures are not permitted.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, administers tenant statements, deposit investment in a Section 86(4) attorney trust account, trust accounting records, conducts the required ingoing and outgoing inspections, and prepares final reconciliations. This ensures full compliance, transparency and procedural correctness throughout the lease lifecycle. Proper ongoing maintenance of the property remains essential to preserve value, reduce disputes and support lawful enforcement where required.**

## 7

### What is a Rental Housing Tribunal?

The Rental Housing Tribunal is a statutory dispute-resolution body established in terms of the Rental Housing Act. It investigates and resolves disputes between Landlords and Tenants, particularly those relating to alleged unfair practices.

The Tribunal may conduct mediation or formal hearings and is empowered to issue rulings that have the force and effect of a Magistrate's Court order.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, provides guidance in responding to Tribunal complaints and, where required, assists in preparing documentation and submissions in accordance with the mandate terms.**

8

## What is a Landlord's lien?

A landlord's lien is a limited common-law security right that allows a Landlord to claim security over certain movable property belonging to the Tenant that is found on the leased premises, as security for unpaid rental.

This right is technical and must be exercised strictly in accordance with legal principles and through proper court procedures. Unlawful seizure or retention of goods may expose the Landlord to legal liability.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent, provides legal advice on whether a lien may lawfully be relied upon and manages the appropriate legal process where applicable. A landlord should not attempt to enforce a lien without prior legal guidance.**

9

## What happens when ownership changes?

When ownership of the property changes, the principle of huur gaat voor koop applies. The existing Lease remains binding, and the purchaser steps into the position of Landlord, assuming all rights and obligations under the Lease.

The Tenant's right of occupation continues for the remainder of the Lease term, and the deposit must be properly transferred and accounted for in accordance with statutory and trust requirements.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent where mandated, assists with lease continuity, preparation of the necessary documentation, and structured deposit reconciliation and transfer to ensure compliance and transparency.**

10

## Who is responsible for compliance certificates?

Compliance certificates — such as electrical, gas, electric fence or other statutory safety certificates — are generally the responsibility of the Landlord where required by law, municipal regulation, or estate or Body Corporate rules. These certificates confirm that installations meet prescribed safety standards at commencement of the Lease and, where applicable, during the lease period.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, advises on compliance requirements and may coordinate the obtaining of necessary certificates to ensure that the property meets legal and risk management standards.**

**11**

## Can the Tenant sublet the property?

Subletting or ceding rights under the Lease is prohibited unless the Landlord's prior written consent is obtained, as provided for in the Lease Agreement. The Tenant may not assign, sublet, or part with possession of the property without such consent.

Unauthorised subletting constitutes a material breach of the Lease and may result in formal breach proceedings.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, monitors compliance with occupation provisions and administers breach procedures where unauthorised subletting is identified.**

**12**

## Can the Tenant run a business from the premises?

Unless expressly permitted in writing, the property may only be used for residential purposes in accordance with the Lease Agreement and applicable zoning regulations. Operating a business from the premises without the Landlord's prior written consent may constitute a material breach of the Lease and may also contravene municipal or Body Corporate rules.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, addresses unauthorised use through structured notice procedures to ensure compliance with the Lease and applicable regulatory requirements.**

**13**

## What if additional occupants move in without consent?

Occupation of the property is limited to the persons recorded in the Lease Agreement. The introduction of additional occupants without the Landlord's prior written consent may constitute a breach of the Lease and may also expose the Landlord to compliance risks in sectional title schemes or estate environments where occupancy limits or conduct rules apply.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, addresses unauthorised occupation through formal notice procedures and ensures that compliance with the Lease and any applicable Body Corporate or HOA rules is enforced.**

**14**

## How much notice must be given before entering the property?

Reasonable notice must be given to the Tenant before entering the property, except in genuine emergencies where immediate access is required to prevent harm or damage.

Entry must take place at reasonable times and in a manner that respects the Tenant's right to privacy and undisturbed use and enjoyment.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, coordinates inspection notices and access arrangements in compliance with the Lease and statutory requirements, ensuring that the Landlord's rights are exercised lawfully and professionally.**

15

## What notice is required to terminate a month-to-month lease?

A month-to-month lease may be terminated on one calendar month's written notice, which must run from the first day of a calendar month. This means notice must be given before the start of a new rental month in order to take effect from the first day of the following month.

The notice must be clear, in writing, and properly delivered in accordance with the Lease provisions.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, prepares and serves compliant termination notices to ensure that timing requirements are correctly calculated and procedural compliance is maintained.**

16

## What if keys and remotes are not returned?

If keys, remotes, access cards or other security devices are not returned at termination of the Lease, the reasonable cost of replacement and, where necessary, reprogramming or lock changes may be deducted from the deposit, provided this is contractually permitted and supported by evidence.

For security reasons, replacement of locks or reprogramming of access systems may be required to protect the property and other occupants.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, ensures that such costs are properly assessed, supported by invoices and reflected in the final deposit reconciliation in accordance with the Lease and applicable legislation.**

17

## Should I sell with a Tenant in place?

Selling with a Tenant in place may appeal to investor purchasers seeking an income-producing asset with an established rental stream. The Lease remains binding on transfer in accordance with the principle of *huur gaat voor koop*, and the purchaser steps into the position of Landlord.

If vacant occupation is required, termination must comply strictly with the Lease provisions and applicable legislation. Any contractual notice rights — including those linked to an intention to sell — must be exercised correctly and timeously.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent, advises on the most appropriate strategy and ensures that any notice or termination process is contractually sound and procedurally compliant.**

## 18 How can I reduce vacancy periods?

Vacancy risk is reduced through competitive rental pricing aligned with current market conditions, proper ongoing maintenance, professional presentation of the property, and proactive lease renewal management before expiry.

Well-screened Tenants, timely responses to maintenance issues, and structured communication also contribute to longer tenancies and improved retention.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, provides market-aligned rental reviews, structured renewal oversight, and disciplined lease administration to assist in maintaining continuity of income and protecting long-term asset value.**

## 19 What happens if the Tenant passes away during the lease?

The death of a Tenant does not automatically terminate the Lease. The Lease forms part of the deceased estate, and the executor may elect to continue or terminate the Lease in accordance with its terms.

Rental remains payable by the estate during lawful occupation.

**NR Nagel Attorneys Inc liaises with executors, manages formal notices, and ensures that termination or continuation is handled in accordance with the Lease and applicable law.**

## 20 What happens if the Tenant breaches Conduct Rules?

In terms of the NR Nagel Attorneys Inc Lease Agreement, the Tenant is expressly required to comply with all applicable Body Corporate or HOA Conduct Rules. Compliance with such rules is incorporated into the Lease, and a breach of Conduct Rules constitutes a breach of the Lease Agreement.

If the Tenant fails to comply, formal written notice may be issued requiring immediate rectification. Persistent or material non-compliance may result in breach proceedings in accordance with the Lease, including cancellation where warranted.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, administers compliance notices and enforcement procedures to ensure that the Landlord's obligations to the Body Corporate or HOA are protected and that rule breaches are addressed lawfully and promptly.**

21

## Can Body Corporate rules override the Lease?

Body Corporate or HOA rules do not override the Lease Agreement as between the Landlord and Tenant. However, in terms of the NR Nagel Attorneys Inc Lease Agreement, the Tenant expressly undertakes to comply with all applicable Conduct Rules of the sectional title scheme or estate, as amended from time to time.

Compliance with these rules is incorporated into the Lease, and any breach of Conduct Rules constitutes a breach of the Lease Agreement. While the Landlord remains responsible to the Body Corporate or HOA for the conduct of occupants, the Lease entitles the Landlord to recover fines, penalties, or related charges arising from the Tenant's conduct.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, ensures that Lease provisions align with applicable scheme rules and administers enforcement procedures where Conduct Rule breaches occur, thereby protecting the Landlord's compliance and risk position.**

22

## How often should rental market reviews be conducted?

Rental levels should be reviewed annually, ideally prior to lease renewal or the implementation of an escalation. Market conditions, comparable rentals, vacancy trends, and the overall condition of the property should inform the review.

Regular market alignment protects yield while reducing the risk of extended vacancy caused by overpricing.

**NR Nagel Attorneys Inc conducts structured rental reviews under a Managed Rental Mandate to ensure that rental adjustments remain competitive, defensible and aligned with prevailing market conditions.**

23

## Is it better to renew an existing Tenant or find a new one?

In many cases, renewing a reliable and compliant Tenant reduces vacancy risk, avoids marketing and re-letting costs, and preserves continuity of income. A proven payment history and proper care of the property often outweigh the uncertainty and potential downtime associated with sourcing a new Tenant.

However, if the rental is materially below market value, the Tenant has been problematic, or the property requires repositioning, it may be commercially prudent to reconsider renewal.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, evaluates renewal strategy with reference to current market conditions, tenant performance, and asset protection considerations, and administers renewal or termination documentation in accordance with the Lease and applicable legislation to ensure procedural compliance.**

# Financial Questions & Answers

1

## What happens if the Tenant pays rent late or stops paying entirely?

If rental is not received on the due date, the Tenant is in breach of the Lease Agreement. Interest accrues as recorded in the Schedule, and a formal written breach notice must be issued allowing the prescribed remedy period.

If the breach is not remedied within that period, the Lease may be lawfully cancelled. Continued occupation thereafter requires eviction proceedings in terms of the Prevention of Illegal Eviction and Unlawful Occupation of Land Act (PIE Act). A court order is mandatory, and self-help measures such as changing locks or disconnecting services are unlawful.

**Under a Managed Rental Mandate, NR Nagel Attorneys Inc acts as your appointed attorney and agent, administering the enforcement process on your behalf. This includes issuing compliant breach notices without delay, monitoring statutory remedy periods, and managing cancellation and escalation in accordance with the Lease and mandate terms. This structured legal administration ensures procedural compliance, reduces enforcement risk, and provides ongoing communication and guidance throughout the process.**

**2**

## How is the deposit protected?

Deposits are invested in a Section 86(4) attorney trust investment account. The funds are segregated from operational accounts, fully accounted for through dedicated trust ledgers, subject to monthly reconciliations and annual independent audit, and protected by the Legal Practitioners Fidelity Fund.

At termination, a structured reconciliation is conducted following the outgoing inspection. Any deductions are applied strictly in accordance with the Lease Agreement and the Rental Housing Act, and must be reasonable, supported by evidence, and properly itemised.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, administers the deposit investment, trust accounting and final reconciliation. Deductions are professionally assessed in terms of the Lease after the outgoing inspection, supporting documentation is retained, and communication with both Landlord and Tenant is conducted in a clear and transparent manner. This structured process reduces disputes and strengthens defensibility should the reconciliation be challenged.**

**3**

## Can the deposit be used as the last month's rental?

No. The deposit serves as security for the Tenant's obligations under the Lease and may not replace the final month's rental unless expressly agreed in writing. Rental remains payable in full up to the date of lawful termination.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, enforces this provision through structured rental administration and arrears management, ensuring that the final month's rental is collected separately and that the deposit is preserved for lawful reconciliation at termination.**

**4**

## What happens if the Tenant damages the property but the deposit is insufficient?

If the cost of repairing damage exceeds the deposit held, the Landlord may pursue recovery of the shortfall from the Tenant in terms of the Lease Agreement and applicable law. This may require formal demand and, if necessary, legal proceedings.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under mandate, assists with formal recovery processes where required.**

## 5

### What can the deposit be utilised for?

The deposit may be applied to any lawful amounts due in terms of the Lease Agreement and the Rental Housing Act. This includes arrear rental, interest on overdue amounts, damages beyond fair wear and tear, professional cleaning costs where required, unpaid utility reimbursements, inspection fees, re-advertising costs (where applicable), key replacement penalties, and any other charges expressly permitted in the Schedule to the Lease.

All deductions must be reasonable, contractually authorised, and supported by evidence.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, conducts a structured post-termination reconciliation following the outgoing inspection. Allowable deductions are assessed strictly in accordance with the Lease provisions, supporting invoices or quotations are obtained where required, and a clear, itemised reconciliation statement is issued to ensure transparency and procedural compliance.**

## 6

### Who is responsible for utilities and municipal charges?

The Lease allocates consumption-based charges such as electricity, water and refuse to the Tenant, while ownership-based charges such as municipal rates and sectional title or homeowners' association levies remain the responsibility of the Landlord.

In most municipalities, the council will not open a municipal account in the Tenant's name. The municipal account remains in the Landlord's name, and the Landlord remains legally responsible for payment to the municipality. The Tenant is therefore required to reimburse the Landlord for consumption in accordance with the Lease. Where reimbursement applies, proper monthly statements must be issued to ensure transparency and compliance.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, oversees structured billing, administers tenant statements, and collects reimbursement in accordance with the Lease terms.**

The installation of prepaid electricity meters (and prepaid water where feasible) is strongly recommended. This reduces billing disputes, improves cash flow control, and limits the Landlord's exposure to arrears, as consumption is paid in advance by the Tenant. Where prepaid systems are not in place, municipal invoices and meter readings should be retained for verification purposes.

7

## Should I take rental or loss-of-rent insurance?

Rental or loss-of-rent insurance is not mandatory but may be considered as part of a broader risk management strategy. Such cover can protect against defaulting Tenants, certain legal costs associated with eviction, and limited forms of property damage, depending on the policy terms.

However, insurance does not replace proper tenant screening, disciplined lease administration, and structured enforcement procedures.

**Under a Managed Rental Mandate, NR Nagel Attorneys Inc provides legal services for arrear rental collection and eviction proceedings as part of the mandate, without additional professional fees. Only disbursements associated with formal legal steps (such as court filing fees, sheriff's costs or counsel fees) are payable, strictly in accordance with the signed Mandate Agreement. This integrated legal oversight materially reduces the Landlord's exposure to enforcement risk.**

8

## How are annual rental escalations implemented?

Rental escalations are implemented in accordance with the percentage or formula recorded in the Lease Schedule. Where required, notice of the increased rental is issued in advance of the escalation date.

**NR Nagel Attorneys Inc administers escalation notices and rental adjustments under a Managed Rental Mandate to ensure compliance and accuracy.**

9

## Can the Tenant withhold rent if repairs are delayed?

In terms of the NR Nagel Attorneys Inc Lease Agreement, rental is payable monthly in advance and may not be withheld or set off against alleged claims without lawful basis. The Tenant is not entitled to unilaterally withhold rental due to maintenance complaints.

However, where the Tenant is substantially deprived of the use and enjoyment of the property due to the Landlord's failure to attend to material defects, a claim for rental remission (reduction) may arise in accordance with common law principles and applicable legislation. Such remission is not automatic and must be properly assessed in light of the circumstances and the Lease provisions.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, administers maintenance-related disputes, ensures that repair obligations are properly addressed, and advises on lawful remedies to protect enforceability while reducing dispute risk.**

10

## Can I increase the deposit during the lease?

In terms of the NR Nagel Attorneys Inc Lease Agreement, the deposit amount is recorded in the Schedule and is agreed at commencement of the Lease. The deposit may not be increased during the fixed-term Initial Period unless expressly agreed to in writing by both parties by way of a formal written amendment to the Lease.

Where the Consumer Protection Act applies, any amendment must comply with CPA requirements and may not be imposed unilaterally.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, prepares and records any agreed amendments to deposit provisions in writing to ensure contractual certainty and legal compliance.**

11

## What happens to interest earned on the deposit at termination?

In terms of the Rental Housing Act, the deposit must be invested in an interest-bearing account, and the interest accrued on the deposit is for the benefit of the Tenant, unless otherwise lawfully agreed.

At termination of the Lease, the deposit together with accrued interest is reconciled. Any lawful deductions in terms of the Lease — such as arrears or damages beyond fair wear and tear — are applied first, and the balance of the capital and interest is refunded to the Tenant within the statutory timeframe.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, administers the Section 86(4) trust investment, calculates accrued interest, and prepares a clear, itemised reconciliation to ensure compliance and transparency at termination.**

12

## What happens if the Tenant leaves owing money?

If the Tenant vacates the property with outstanding arrear rental, unpaid charges, or damages exceeding the deposit, the shortfall remains recoverable in terms of the NR Nagel Attorneys Inc Lease Agreement and applicable law.

At termination, the deposit is applied in accordance with the structured reconciliation process provided for in the Lease. Should a balance remain owing after the deposit has been lawfully applied, the Landlord is entitled to pursue recovery of the outstanding amount through formal demand and, if necessary, legal proceedings.

Under the Managed Rental Mandate, NR Nagel Attorneys Inc includes legal services relating to arrear rental recovery as part of the mandate. Recovery of damages beyond the deposit, however, falls outside the included arrear rental enforcement services and may require separate legal instruction, subject to the mandate terms and applicable fee arrangements.

13

### What happens if the Tenant disputes a rental increase?

If the rental increase is implemented in accordance with the escalation clause recorded in the Lease Schedule, it remains contractually enforceable. The Tenant is bound by the agreed escalation formula or percentage.

However, a Tenant may refer the matter to the Rental Housing Tribunal if they allege that the increase constitutes an unfair practice. The Tribunal will assess whether the increase complies with the Lease and applicable legislation.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, ensures that escalation clauses are properly drafted and that increases are implemented in accordance with the Lease, thereby reducing the risk of successful challenge.**

14

### Can I blacklist a defaulting Tenant?

A defaulting Tenant may only be listed with a registered credit bureau in compliance with the National Credit Act and applicable credit reporting regulations. Strict procedural requirements apply, including proper notice to the Tenant and accuracy of the information reported.

Unlawful or incorrect blacklisting may expose the Landlord to legal liability, including damages claims and regulatory penalties.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent where mandated, advises on whether listing is legally permissible and ensures that any credit reporting complies with statutory requirements.**

15

### Who is responsible for Body Corporate fines caused by the Tenant?

In sectional title schemes or estate developments, the registered owner remains liable to the Body Corporate or Homeowners' Association for fines and penalties imposed on the unit.

In terms of the NR Nagel Attorneys Inc Lease Agreement, the Tenant undertakes to comply with all applicable Conduct Rules, and any fines, penalties or charges arising from the Tenant's conduct are recoverable from the Tenant. Such amounts may be claimed directly, included in rental statements, or deducted from the deposit where contractually permitted.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, administers recovery of Body Corporate or HOA fines from the Tenant in accordance with the Lease provisions and ensures that all amounts are properly documented for enforcement or deposit reconciliation purposes.**

16

## Can I recover legal costs from a defaulting Tenant?

In terms of the NR Nagel Attorneys Inc Lease Agreement, the Tenant is liable for legal costs incurred as a result of breach of the Lease, including costs associated with demand, collection of arrears, and eviction proceedings, as provided for in the cost clause of the Lease. Where legal proceedings are instituted and the court grants a costs order, such costs may be recovered in accordance with the order and the Lease provisions.

Recovery remains subject to the Tenant's financial position and the successful enforcement of any judgment obtained.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, enforces the Lease cost provisions and administers arrear rental collection and eviction proceedings in accordance with the mandate terms. Professional legal services relating to arrears and eviction are included under the Managed Rental Mandate, with only disbursements for formal legal steps payable as provided in the signed Mandate Agreement.**

# Repairs and Maintenance Questions & Answers

1

## What is the difference between fair wear and tear and damage?

Fair wear and tear refers to the natural and gradual deterioration of a property resulting from ordinary use over time. Examples include minor scuff marks to walls, slight fading of paint, or carpets worn through normal foot traffic.

Damage results from negligence, misuse, or intentional conduct. Examples include holes in doors or walls, broken fittings, cracked tiles from impact, or burn marks on surfaces. The distinction is important because fair wear and tear is for the Landlord's account, whereas damage may be deducted from the deposit in accordance with the Lease and applicable legislation.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, relies on detailed ingoing and outgoing inspection reports, supported by dated photographic evidence, to assess and substantiate any damage claims objectively. Proper inspection documentation remains essential to minimise disputes and ensure lawful reconciliation.**

**2**

## **Can the Tenant make improvements?**

The Tenant may not make any alterations, additions or improvements to the property without the Landlord's prior written consent. This includes structural changes, installations, fixtures, or any modification that affects the fabric or appearance of the premises.

Where consent is granted, it must be recorded in writing and may be subject to conditions, including compliance with municipal or Body Corporate requirements and restoration of the property to its original condition at termination. Unless otherwise agreed, unauthorised alterations may result in reinstatement costs being recovered from the deposit.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, assesses requests for alterations, prepares written consent where appropriate, and ensures that any conditions are clearly documented to protect the Landlord's interests and maintain compliance with the Lease.**

**3**

## **Who is responsible for garden, pool, gates and access?**

Responsibility is allocated in terms of the Lease Agreement. Routine garden maintenance and general pool upkeep are typically the Tenant's responsibility, while structural repairs, replacement of major components, and mechanical or electrical system failures remain the Landlord's responsibility.

Motorised gates and garage doors are high-use mechanical components and form part of the Landlord's maintenance obligations where failure is not caused by misuse. Regular servicing is advisable to ensure reliability and safety.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, coordinates maintenance instructions where required and ensures that responsibility is applied in accordance with the Lease.**

Preventative maintenance budgeting remains essential to reduce long-term costs and avoid emergency repair expenses.

**4**

## **What happens if urgent repairs are required and I cannot be reached?**

In urgent circumstances affecting safety, habitability, or the prevention of further damage — such as burst pipes, electrical faults, or security breaches — repairs must be attended to without delay.

**The Managed Rental Mandate authorises NR Nagel Attorneys Inc to proceed with urgent repairs up to the monetary limit specified in the signed Mandate Agreement, without prior Landlord approval, strictly for genuine emergencies. This ensures that the property is protected, further loss is minimised, and statutory obligations relating to habitability are maintained.**

All such repairs are documented and communicated to the Landlord as soon as reasonably possible in accordance with the mandate terms.

**5**

## **What if the Tenant refuses access for repairs?**

A Tenant is required to provide reasonable access to the property for necessary repairs and maintenance upon proper notice, except in genuine emergencies. Refusal to grant access without lawful justification may constitute a breach of the Lease Agreement.

If access is persistently denied, formal written notice may be issued in terms of the Lease, requiring compliance. Continued refusal may entitle the Landlord to enforce contractual remedies in accordance with applicable legislation.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, administers access notices and, where necessary, manages the formal breach process to ensure that the Landlord's maintenance obligations can be fulfilled lawfully and effectively.**

**6**

## **What happens if the property becomes uninhabitable during the lease?**

If the property becomes wholly or partially uninhabitable due to events such as fire, flooding, or structural failure, the Tenant may be entitled to remission (reduction) of rental proportional to the loss of use, depending on the circumstances and the terms of the Lease.

If the property is rendered completely unfit for occupation, the Lease may be terminated in accordance with its provisions and applicable law. Insurance considerations will also become relevant.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, advises on rental remission, termination rights, insurance coordination, and compliance steps to protect the Landlord's position.**

**7**

## **What happens if inspections are not conducted?**

Failure to conduct a joint ingoing inspection, as required by the Rental Housing Act, may prejudice the Landlord's right to claim for damages against the deposit at termination. In the absence of a properly documented ingoing inspection report, it may be presumed that the property was handed over in good condition.

If the Tenant fails to attend the outgoing inspection after receiving proper notice, the Landlord may proceed with the inspection within the statutory timeframe and rely on the documented findings for purposes of deposit reconciliation.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, conducts the required ingoing and outgoing inspections, ensures compliance with statutory timeframes, and prepares structured inspection reports to protect the Landlord's position.**

Inspection appointments should always be confirmed in writing to ensure procedural compliance and evidentiary support.

**8**

## **How often may inspections be conducted?**

An ingoing inspection at commencement of the Lease and an outgoing inspection at termination are mandatory in terms of the Rental Housing Act.

Periodic inspections during the lease term may also be conducted, provided reasonable notice is given to the Tenant and access is exercised in a manner that respects the Tenant's right to privacy and undisturbed use and enjoyment.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, conducts structured ingoing, periodic and outgoing inspections in accordance with statutory requirements and the Lease provisions, ensuring proper documentation and asset protection throughout the lease lifecycle.**

# Legal Questions & Answers

1

## What are the repercussions of unlawful eviction?

Forcible removal of a Tenant without a court order is unlawful in terms of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act (PIE Act). Self-help measures such as changing locks, removing belongings, or disconnecting essential services may result in urgent court applications restoring the Tenant to occupation, damages claims, and adverse cost orders against the Landlord.

Illegal eviction may also carry serious consequences, including potential criminal sanctions, which can result in fines or imprisonment. In addition, Tenants may institute civil claims for damages suffered as a result of unlawful eviction. Beyond legal exposure, such conduct can cause significant reputational harm, affecting a Landlord's credibility and future leasing prospects.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, ensures that all enforcement steps are taken strictly in accordance with the Lease and applicable legislation, and where necessary manages formal eviction proceedings through the courts to protect the Landlord from legal and financial risk.**

2

## How long does an eviction process take?

The duration of an eviction process varies depending on court schedules, whether the matter is opposed, and compliance with the procedural requirements prescribed by the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act (PIE Act). An unopposed eviction may proceed more quickly, whereas opposed matters can take significantly longer.

Strict procedural compliance is required at every stage, including proper notice, service, and court oversight.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent where mandated, manages eviction proceedings in accordance with statutory requirements to ensure that all procedural steps are correctly followed and that enforcement is legally sound.**

**3**

### **What happens if the Tenant absconds without notice?**

If the Tenant appears to have abandoned the property, the Landlord must exercise caution before retaking possession. Abandonment must be properly established, and the Landlord should avoid unlawful re-entry or disposal of the Tenant's belongings without following a lawful process.

Evidence of abandonment — such as written communication, neighbour confirmation, inspection findings, and unpaid rental — should be carefully documented. Only once lawful possession is confirmed may the deposit be applied in accordance with the Lease and statutory requirements.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, advises on the correct legal process, assists in documenting abandonment, and ensures that possession and deposit reconciliation are handled lawfully to minimise risk.**

**4**

### **What if the Tenant becomes insolvent or sequestrated?**

If the Tenant is sequestrated or placed under insolvency proceedings, the Lease may be affected depending on the stage and nature of the insolvency process. The trustee in insolvency may elect whether to continue or terminate the Lease.

Rental accruing prior to sequestration may become a concurrent claim in the insolvent estate.

**NR Nagel Attorneys Inc advises on the implications of insolvency, lodges claims where necessary, and protects the Landlord's contractual rights in accordance with insolvency law.**

**5**

### **What happens if there is a dispute?**

Disputes between Landlord and Tenant may be referred to the Rental Housing Tribunal or, where appropriate, resolved through court proceedings. The Tribunal primarily deals with complaints relating to unfair practices, while certain matters — including eviction — require formal court processes.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate and subject to the terms of the Mandate Agreement, provides legal guidance from the outset of a dispute. This may include structured correspondence, mediation efforts, preparation of responses to Tribunal complaints, and advice on formal**

legal steps where escalation is required. Where litigation becomes necessary, assistance is provided within the scope of the mandate to ensure procedural compliance and risk management.

Proper written records of communications, notices, inspection reports and financial statements remain essential, as comprehensive documentation significantly strengthens your position in mediation, Tribunal proceedings or court.

**6**

## **What happens if the Tenant remains after expiry?**

If the fixed-term Lease expires and rental is accepted thereafter, the Lease continues on a month-to-month basis on the same terms and conditions.

If the Tenant remains in occupation after lawful termination or cancellation and rental is not accepted, eviction proceedings must be instituted in terms of the PIE Act. A court order is required before the Tenant may be lawfully removed.

**NR Nagel Attorneys Inc, acting as your appointed attorney and agent under a Managed Rental Mandate, monitors lease expiry dates, attends to notice requirements, and administers termination procedures. Where arrear rental recovery or eviction becomes necessary, we provide the required legal services and manage the formal court process in accordance with the mandate terms and applicable legislation.**

**Contact us TODAY!**



**NR NAGEL**  
ATTORNEY | CONVEYANCER | NOTARY

**012 944 2533 | 24 Glenwood Road, Lynnwood Glen, Pretoria**

Company Registration No: 2020/167155/21

Registered with the LPC & PPRA