



# Maintenance & Repair Guide

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## Purpose and Application

This guide sets out the respective maintenance and repair obligations of the Landlord and the Tenant as determined in the Lease Agreement and regulated by applicable legislation. The Lease Agreement remains the primary governing document and must always be read together with this guide. The purpose of this document is to provide clarity regarding responsibility, reporting procedure and reasonable timeframes for repairs during the lease period.

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## Landlord's Maintenance Obligations

The Landlord is obliged to deliver the premises to the Tenant in a condition reasonably fit for the purpose for which it is let and to maintain the structural integrity and essential systems of the property throughout the lease period. This includes responsibility for structural components such as the roof, foundations, supporting walls and material structural defects not caused by the Tenant's negligence or misuse.

The Landlord is further responsible for major plumbing faults, including hidden pipe leaks and geyser failure arising from fair wear and tear, as well as significant electrical system defects relating to main wiring, distribution boards and compliance requirements. Deterioration resulting from normal use over time constitutes fair wear and tear and remains the Landlord's responsibility.

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## Tenant's Maintenance Obligations

The Tenant is required to maintain the premises in a clean, hygienic and reasonable condition and to attend to day-to-day upkeep. This includes minor maintenance items such as replacing light bulbs, attending to minor tap leaks where washers require replacement, ensuring proper use of plumbing systems, and maintaining gardens where the Lease so provides.

The Tenant is responsible for any damage caused by negligence, misuse or the conduct of visitors, occupants or pets. The Tenant must also take reasonable preventative measures, including adequate ventilation to prevent damp or mould and the immediate reporting of leaks or defects. Failure to report a defect timeously may result in the Tenant being held liable for consequential damages that could reasonably have been avoided.

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## Fair Wear and Tear vs Damage

Fair wear and tear refers to the natural and gradual deterioration of the property resulting from ordinary, reasonable use over time. It includes minor scuff marks on walls, slight carpet wear in high-traffic areas, fading of paint due to sunlight, and the ageing of fixtures and fittings through normal use. Fair wear and tear occurs without negligence, misuse or intentional conduct and remains the responsibility of the Landlord.

Damage, by contrast, arises from negligence, misuse, abuse, accident or failure to properly care for the premises. Examples include large holes in walls, broken windows, burn marks, water damage resulting from unreported leaks, pet-related destruction, or blocked drains caused by foreign objects. Damage is not the result of ordinary ageing but of preventable conduct or omission and is the responsibility of the Tenant.

The distinction between fair wear and tear and damage is determined with reference to the age and condition of the item at commencement of the lease, the duration of the tenancy, the number of occupants, and the nature of the defect. The ingoing and outgoing inspection reports serve as the primary evidentiary basis for determining liability.

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## Maintenance Reporting Procedure

All maintenance issues must be reported strictly in accordance with the procedure set out in the Lease Agreement. The Tenant is required to submit maintenance requests in writing, providing a clear description of the issue and, where possible, supporting photographs. Verbal reports are insufficient except in circumstances of emergency.

Upon receipt of written notice, the Landlord or appointed Managing Agent will assess the reported issue, determine responsibility in accordance with the Lease, and appoint an appropriate contractor if required. The Tenant must provide reasonable access to the premises for purposes of inspection and repair.

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## Emergency Repairs

An emergency repair is one that poses an immediate risk to the property, its occupants, or essential services, such as a burst geyser, major water leak, dangerous electrical fault or structural failure. In such circumstances, the Tenant is required to take reasonable steps to mitigate further damage and must immediately notify the Landlord or Managing Agent telephonically, followed by written confirmation.

Emergency matters are attended to as soon as reasonably possible, typically within twenty-four to forty-eight hours, subject to contractor availability and practical constraints.

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## Repair Timeframes

Repairs that are urgent but not life-threatening are generally addressed within a reasonable period, often within three to seven working days, depending on the nature of the issue and availability of parts or contractors. Routine or non-urgent maintenance items are typically attended to within seven to fourteen working days.

All timeframes remain subject to practical limitations, including weather conditions, supplier lead times, contractor availability and access arrangements.

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## Cost Allocation and Recovery

Where a repair is determined to be the Tenant's responsibility, including damage beyond fair wear and tear, the cost thereof may be invoiced directly to the Tenant or recovered from the Rental Deposit in accordance with the structured reconciliation process at termination of the lease. Where the repair falls within the Landlord's responsibility, including fair wear and tear, the Landlord bears the cost.

The Tenant may not withhold rental due to a maintenance dispute unless legally entitled to do so and after following the proper legal process as prescribed by law.

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## Inspections and Access

Routine inspections may be conducted during the lease period upon reasonable notice in order to monitor the condition of the premises and identify maintenance concerns before they escalate. Entry without notice is permitted only in circumstances of genuine emergency.

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## Authorised Repairs and Alterations

No alterations, installations or repairs may be undertaken by the Tenant without the Landlord's prior written consent. The Landlord is not obliged to reimburse unauthorised expenses. Maintenance must be attended to by approved contractors appointed through the proper reporting channels to ensure compliance, quality control and cost regulation.

Contact us TODAY!



**NR NAGEL**  
ATTORNEY | CONVEYANCER | NOTARY

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