



PROPTI
SALES & RENTALS

A Division of NR Nagel Attorneys Inc.



NR NAGEL

ATTORNEY | CONVEYANCER | NOTARY

Rental Inspections Guide

In terms of the Rental Housing Act 50 of 1999 (as amended), both the Landlord and the Tenant are legally required to participate in property inspections at the commencement and termination of the lease. These inspections are essential as they establish the condition of the property at the start of the tenancy and determine whether any damage has occurred during occupation.

INGOING INSPECTION

An incoming inspection must be conducted jointly **before the Tenant takes occupation, or within 3 (Three) days prior to occupation**. During this inspection, the condition of the property is recorded in writing and signed by both parties. This document serves as the official benchmark against which the outgoing inspection will be measured. If a Landlord fails to conduct a proper incoming inspection, the law may prevent the Landlord from claiming against the deposit for damages at the end of the lease.

OUTGOING INSPECTION

An outgoing inspection must similarly be conducted jointly within **3 (Three) days before the lease terminates**. The purpose of this inspection is to compare the condition of the property to the incoming report and to determine whether there is damage beyond fair wear and tear. Fair wear and tear refer to normal deterioration from ordinary use, whereas damage includes neglect, misuse, missing items, or unauthorised alterations.

If the Tenant fails to attend the outgoing inspection after being properly notified, the Landlord may conduct the inspection alone within **7 (Seven) days after the Tenant vacates**, and the findings may be used for purposes of deposit deductions. If the Landlord fails to conduct the outgoing inspection, the Landlord may forfeit the right to deduct from the deposit for damages.

Where no damages or outstanding amounts are identified during the outgoing inspection, the full deposit together with accrued interest, less any permitted statutory deductions, must be refunded to the Tenant within **7 (Seven) days** after conclusion of the inspection.

If damages beyond fair wear and tear or outstanding charges are identified, the Landlord must obtain the necessary quotations and/or invoices to substantiate the cost of repairs or remedial work. After applying lawful deductions supported by such documentation, the balance of the deposit, together with accrued interest (if any), must be refunded within **14 (Fourteen) days** after the outgoing inspection.

In terms of the Lease Agreement and our Managed Rental Mandate, NR Nagel Attorneys Inc schedules and conducts both incoming and outgoing inspections, prepares detailed written reports supported by photographic evidence, and administers the deposit reconciliation strictly in accordance with the Lease Agreement and applicable legislation. This structured process protects both Landlord and Tenant and reduces the risk of disputes.

Contact us TODAY!



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Registered with the LPC & PPRA