

# THE TENANT'S GUIDE

*Know your rights. Know your responsibilities. Rent with confidence.*



## YOUR RIGHTS AS A TENANT

South African tenants are well-protected under the Rental Housing Act (RHA) and the Prevention of Illegal Eviction Act (PIE). Knowing your rights prevents exploitation — and knowing your responsibilities prevents disputes.

### RIGHT TO HABITABLE PREMISES

Your landlord must maintain the property in a liveable condition. Structural issues, major plumbing faults, and electrical failures are the landlord's responsibility to repair.

### PROTECTION FROM ILLEGAL EVICTION

You cannot be evicted without a court order under the PIE Act. A landlord who changes locks, removes belongings, or cuts utilities to force you out is committing a criminal offence.

### RIGHT TO PRIVACY

Your landlord cannot enter the property without your consent and reasonable notice (typically 24 hours). Unannounced inspections are unlawful.

### DEPOSIT PROTECTION

Your deposit must be held in an interest-bearing account. You are entitled to the interest. On exit, you may receive the deposit back within 14–21 days with a written breakdown of any deductions.

## THE LEASE AGREEMENT

The lease is your most important document. Read every line before you sign — once signed, both parties are bound by its terms.

### Key things to check before signing:

- Monthly rental amount, due date, and late payment penalties
- Deposit amount and how it will be held (must be interest-bearing)
- Lease duration — fixed term (e.g. 12 months) or month-to-month
- Notice period required to cancel — minimum 1 calendar month under the RHA
- Annual escalation clause — what percentage and when
- Maintenance responsibilities — who fixes what
- Rules on pets, subletting, alterations, and additional occupants
- What is included — parking, garden, storage, appliances
- Early cancellation terms — the CPA allows a 20-business-day exit on fixed-term leases, subject to a reasonable penalty

*Never sign a lease under pressure.*

## YOUR DEPOSIT — HOW TO PROTECT IT

Deposit disputes are the most common landlord-tenant conflict. Protect yourself from the start.

**INCOMING INSPECTION** — Insist on a written or digital inspection on day one. Document every existing defect — scratches, stains, chips, marks. Take dated photographs of every room. Both parties sign the inspection report. This is your baseline.

**DURING THE TENANCY** — Report all maintenance issues in writing (WhatsApp counts). Never damage the property through negligence. Normal wear and tear is expected — you are not responsible for that.

**OUTGOING INSPECTION** — Request a joint inspection before you hand over keys. The landlord must compare the outgoing condition to the incoming report. Deductions must be itemised and supported by receipts.

Please note : As a tenant you have until the last day of the lease agreement to get the property back to the same condition as at date of first occupation, after that, the landlord may repair & subtract from your deposit without providing quotes first.

## MAINTENANCE — WHO FIXES WHAT

LANDLORD'S RESPONSIBILITY	YOURS AS TENANT
<b>Structural repairs — roof, walls, foundations</b>	Keeping the property clean and undamaged
<b>Electrical, plumbing, and geyser systems</b>	Replacing light bulbs, batteries, and minor items
<b>Major appliances provided in the lease</b>	Reporting all faults promptly in writing
<b>Pest control (unless you caused the infestation)</b>	Garden and pool (if stipulated in your lease)
<b>Common area maintenance in sectional title</b>	Damage caused by your negligence or misuse

## NOTICE, CANCELLATION & MOVING OUT

### Giving notice:

You must give notice in writing. The minimum notice period under the RHA is 1 calendar month. Your lease may require more — check before you assume. Such notice must be provided in writing at the beginning or end of a calendar month.

### Fixed-term lease early exit:

Under the Consumer Protection Act, you may cancel a fixed-term lease with 20 business days' written notice. The landlord may charge a reasonable cancellation penalty — typically 1–2 months' rent. You cannot be forced to remain.

### If your landlord sells the property:

Your lease survives the sale. The new owner inherits the lease and must honour its terms. This is known as the 'huur gaat voor koop' principle in South African law — the lease goes before the sale.

You cannot be evicted simply because the property changed hands. A mutual agreement can be entered into to vacate before your lease ends, should you wish to accommodate the previous landlord.

### Dispute resolution:

If you have a dispute with your landlord that cannot be resolved directly, contact the Rental Housing Tribunal in your province. It is free, does not require an attorney, and has binding powers. The National Consumer Commission also handles CPA complaints.

*Today's tenant is tomorrow's buyer. When you're ready to make the move from renting to owning, speak to your Leapfrog agent — they can help you understand what you qualify for and how to get there.*

## LOOKING FOR YOUR NEXT RENTAL OR READY TO BUY?

Your Leapfrog agent works with both tenants and buyers. Let's find you the right fit.

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