

## GAUTENG RENTAL HOUSING TRIBUNAL

### ESTABLISHMENT

The Gauteng Rental Housing Tribunal was established under the Rental Housing Act No. 50 of 1999. The Rental Housing Tribunal is a statutory body which provides mechanisms to resolve disputes and building positive relationships between landlords and tenants. All services of the Tribunal are rendered **FREE**. Tenants, landlords and property agents may approach the Tribunal for assistance

### FUNCTIONS OF THE TRIBUNAL

The Tribunal is vested with certain obligations in terms of the Rental Housing Act No. 50 of 1999, Unfair Practices Regulations, and procedural regulations. The Tribunal performs the following functions:

- Receive complaints lodged by either landlords, tenants, property agents or interest groups
- Resolve disputes between landlords and tenants through it's Procedural Regulations
- Give advice to interested parties or individuals
- Conduct consumer education to communities and stakeholders

### OBJECTIVES

- To inform landlords and tenants of their rights and obligations should an unfair or unlawful practices arise
- To administer all disputes between landlords and tenants in residential properties in the Gauteng Province
- To investigate cases which are lodged by complainants using the inspectors
- To mediate between the parties through independent mediators
- To conduct hearings and resolve disputes by the Tribunal members appointed by the Department of Housing MEC.

## WHO CAN LODGE A COMPLAINT?

Any tenant or landlord or group of tenants or landlords or interest group who resides in the Gauteng Province, may in the prescribed manner lodge a complaint with the Tribunal concerning an unfair practice.

## WHAT ARE SOME OF THE MATTERS THE TRIBUNAL CAN DEAL WITH? (amongst others)

It has the authority to deal with disputes, complaints or problems that include:-

- Non-payment of rentals
- Failure to refund a deposits
- Leases that are not in full compliance with the law
- Rights and duties of the landlords and tenants
- Lack of maintenance to the dwelling
- Service cuts-offs without a court order
- Damage to property
- Harassment and intimidation
- Threats, lock outs, illegal evictions without a court order
- Spoliation, attachment orders and grant interdicts

## HOW TO LODGE A COMPLAINT AND PROCESSES

- Personally at the office of the Tribunal or at the established Rental Housing Information office in the Local Authority
- By mail to the office of the Tribunal
- By facsimile to the office of the Tribunal
- By email using a centralised email address

As from the date of any complaint having been lodged with the Tribunal, until the Tribunal has made a ruling on the matter or a period of three months has elapsed:

- The landlord **MAY NOT** evict any tenant
- The tenant **MUST CONTINUE** to pay rental payable in respect of that

dwelling as applicable prior to the complaint or, if there has been a rent increase prior to such complaint

- The landlord must effect necessary maintenance

### Process

Complaints must be lodged on the complaint form prescribed by the Procedural Regulations, obtainable from the offices of the Rental Housing Tribunal or established Information Offices

### Below are 6 steps involved in lodging a complaint

STEPS	PROCESS
Step 1	A file is opened for each complaint and the particulars of the complainant(s) and the respondent(s) are entered into a register.
Step 2	A letter is sent to all parties informing them of the particulars of the complaint that has been lodged.
Step 3	The RHT will conduct a preliminary investigation to determine whether the complaint relates to a dispute in respect of a matter which may constitute an unfair practice

<b>Step 4</b>	Mediation is scheduled to try and resolve the matter, if there is no agreement between the parties during the mediation proceeding then the matter is referred to the Tribunal hearing which is called the Arbitration stage
<b>Step 5</b>	During the arbitration (Tribunal hearing), a ruling is given which is binding to both parties
<b>Step 6</b>	A ruling by the Tribunal is deemed to be an order of a magistrate's court in terms of the Magistrates' Court Act, 1944 (Act No. 32 of 1944) and is enforced in terms of that Act
<b>Step 7 Review of the Tribunal Proceedings</b>	If a person feels dissatisfied with the proceedings of the tribunal, he/she can take the matter for review before the High Court within its area of jurisdiction. <b>See section 17</b> of the Rental Housing Act

**NB. As from the date of any complaint having been lodged with the Tribunal, until the Tribunal has made its ruling on the matter, the case should not take more than three months to be resolved.**

### DO PARTIES HAVE TO PAY ANY FEE?

No, there is no cost involved for either the landlord or the tenant from the time a complaint is filed to the end of a mediation or hearing. Our services are **FREE** of charge

### GENERAL PROVISION

A landlord may not discriminate against a tenant during the lease period or when negotiating for a lease on grounds of:

Race	Culture
Gender	Pregnancy
Sexual Orientation	Ethnic or social origin

Marital Status  
Religion  
Age  
Disability

Colour  
Conscience  
Belief  
Language and birth

### RESPONSIBILITIES

<b>Tenants must</b>	<b>Landlords must</b>
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<ul style="list-style-type: none"> <li>• Pay rent on time</li> <li>• Use reasonable care and not damage property</li> <li>• Properly dispose of garbage</li> <li>• Refrain from taking on additional occupants or subleasing without the landlord's written permission.</li> </ul>	<ul style="list-style-type: none"> <li>• Make property habitable before tenants move in</li> <li>• Effect repairs for which a landlord is responsible for, under the lease</li> <li>• Provide all services agreed to in the lease</li> <li>• Provide written notice to tenants when ownership of the property is transferred to a new landlord</li> <li>• Not unlawfully discriminate</li> </ul>
<b>A tenant shall not be evicted from the dwelling without a court order</b>	<b>A landlord must give a tenant at least 2(two) months written notice of intention to increase rental.</b>

## OFFENCES AND PENALTIES

Any person who FAILS to comply without sufficient cause to:

1. To attend at the time and place specified in the summons, or
2. To remain in attendance until excused by the Tribunal from further attendance, or
3. Who refuses to be sworn or to make an affirmation as a witness, or
4. To answer fully and satisfactorily any question lawfully put to any such person, or
5. Who produces before the Tribunal, any false, untrue, fabricated or falsified book or document, or
6. Wilfully furnishes the Tribunal with information, or makes a statement before the Tribunal, which is false or misleading, or
7. Fails to comply with any ruling of the Tribunal, or
8. Fails to comply with a request of the Tribunal, or
9. Contravenes any regulation, will be guilty of an offence and liable on conviction to a FINE or IMPRISONMENT not exceeding two years or

to both such fine and such imprisonment

## PAYMENT OF DEPOSIT

When a tenant has paid his/her deposit, he/she should be issued with a receipt, such receipt must:

Specify the period in which payment is made

- Name and Surname of the tenant
- Name and Surname of the landlord
- The name and signature of the person receiving payment
- The address of the dwelling
- The deposit amount paid by the tenant
- The date on which payment was made

**Important:** The deposit must be invested by the landlord in an interest-bearing account with a financial institution, and the landlord must pay the tenant such interest at the rate applicable to such account.

## INSPECTION

**An inspection of the dwelling should be done by both the tenant and the landlord before renting the property and before vacating.**

It is important that any person renting a dwelling should first make an inspection of the dwelling together with the landlord before moving in. A list of defects should be drawn and the landlord should be given the list at least 7 days after occupation. The tenant and the landlord should agree on the date when items on the inspection list will be fixed.

Checklist:

Turn on each light switch to see if it works
Check outlets (use hairdryer) and sockets (use light bulb) - defects could cause fires
Turn on sink and faucets - check for leaks, proper drainage and water temperature
Flush toilets - check for leaks
Check ceilings and walls for cracks and water stains
Push on the windows - are they secure? Are latches in good working order?
Look at the geyser to see if it is leaking
Key missing from the door
Cracks on the walls

## REQUIRED DOCUMENTATION WHEN LODGING A COMPLAINT

- ID / Permit / Passport
- Lease Agreement
- Proof of payment
- Physical address of both parties (landlord and tenant)
- Contact telephone numbers of both the landlord and the tenant

## CONTACT US

## Gauteng Provincial Office

### Physical Address

Gauteng Rental Housing Tribunal  
1066 Old Mutual Building  
14<sup>th</sup> Floor  
No.35 Pritchard Street  
Johannesburg

### Postal Address

Private Bag X79  
Marshalltown  
2107

### Centralised email address

rentaltribunal@gauteng.gov.za

### Website

www.dlgh.gpg.gov.za

### Hours of work

Monday to Friday excluding Public Holidays  
08H00 – 16H00

### Contact Details

**Tel:** (011) 630 5035/ 36/ 37/ 48/ 49  
(011) 630 5051/ 53/ 54/ 55  
(011) 630 5071/ 32/ 25

**Fax:** 011) 630 5057/ 52

**Toll Free No.** 0800 046 873

## INFORMATION OFFICES IN GAUTENG

### City of Tshwane / Pretoria

- **Room 219 / 217 / 220**

2<sup>nd</sup> Floor  
Sanlam Plaza East Building  
Schoeman Street

**Pretoria**

**Tel:** (012) 358 8852 / 8860 / 1159

**Fax:** (012) 358 4299

- **Laudium Community Centre**

186 - 6<sup>th</sup> Avenue  
Cnr 6<sup>th</sup> Avenue and Tangerine Street

**Laudium**

**Tel:** (012) 374 2070/ 1

**Fax:** (012) 374 3533

- **249 Basden Avenue**

Block L  
Ground Floor

**Crystal Park**

**Tel:** (012) 358 4293

**Fax:** (012) 358 3802

- **Room 109**

1<sup>st</sup> Floor  
Akasia Building  
16 Dale Avenue

**Karen Park**

**Tel:** (012) 358 9069

**Fax:** (012) 358 9026

- **Office No C37,**

Mamelodi Mini Munitoria  
Cnr JL Ledwaba & Makhubela Street

**Mamelodi,**

**Tel:** (012) 358 1159

### City of Ekurhuleni

- **Boksburg Customer Care Centre**

Civic Centre Building  
G29 / G30/ G31  
Corner Commissioner and Trichardt Road  
Boksburg  
**Tel:** (011) 999 5442  
(011) 999 5330  
(011) 999 5666

- **Alberton Customer Care Centre**

Civic Centre Building  
**Tel:** (011) 999 2487  
(011) 999 2218

### City of Joburg

- **Eureka House**

No. 92 Marlborough road  
Springfield  
2190  
Next to Santarama in Rosettenville  
**Tel:** (011) 681 8115  
**Fax:** (011) 681 8314

- **100 Clement Street**

Claremont  
**Tel:** (011) 673 1000  
**Fax:** (011) 727 0044

- **No. 1 Colorado Drive**

Rent Office  
Riverlea  
**Tel:** (011) 473 2034

### Emfuleni Local Municipality

- **Vaal Gate Centrum, 1st Floor,**  
Human Settlements Department,  
Cnr DF Malan and Attie Fourie,  
Vanderbylpark

### Merafong Local Municipality

- **Human Settlements Department,**  
3 Halite Street,  
Carltonville,  
**Tel:** (018) 788 9682 / 9693

**What is the Rental Housing Tribunal?**

The RHT is an independent body appointed by the MEC in terms of the Rental Housing Act to resolve disputes between landlords and tenants or residential dwellings. It is therefore a dedicated body as an alternative to costly court action. The Tribunal has the powers to summon a landlord / tenant to a mediation or hearing. It can order a landlord / tenant to comply with any part of the Rental Housing Act and its procedural regulations. The ruling of the Tribunal has the same power as the judgement of a Magistrate's Court.

**What laws governs the Tribunal?**

The Tribunal is established in terms of the Rental Housing Act No. 50 of 1999 and its procedural regulations.

**Who can lodge a complaint with the Tribunal?**

Any tenant or landlord or group of tenant or landlords or interest group may lodge complaints of an unfair practice.

**What do I need to register a complaint?**

The aggrieved party is required to bring the following documentation with when registering a complaint:

1. Identity Document (if SA citizen), Permit or Passport (if non South African)
2. Lease agreement
3. Proof of payment ( receipt or bank deposit slips)
4. Physical address of both the landlord and the tenant (no postal address)
5. Contact telephone numbers of both the landlord and the tenant

**How much do I have to pay to be assisted by the Tribunal?**

There is no cost involved for either the landlord / tenant from the time a complaint is filed to the end of a mediation or hearing. Our services are **FREE** of charge.

**Is the Tribunal for government properties only?**

No, the Tribunal applies to all dwellings used for rental housing purposes, irrespective of who the owner / landlord are.

**Is the Tribunal for tenants only?**

No, the Tribunal is for both the tenants and landlords. Any tenant or landlord or group of tenants or landlords or interest group may lodge complaints with the Tribunal.

**Types of disputes**

The Tribunal has the authority to deal with disputes, complaints or problems that include:-

1. Non-payment of rentals.
2. Failure to refund a deposit.
3. Invasion of tenant's privacy (including family members and visitors)
4. Overcrowding.
5. Determination of fair rentals.
6. Unlawful seizure of tenant's goods
7. Discrimination by landlord against a prospective tenant
8. Receipt for payment not issued
9. Tenant behaving in an undesirable manner
10. Lack of maintenance and repairs
11. Illegal eviction
12. Illegal lockout or illegal disconnection of services
13. Unacceptable living conditions

**Are verbal agreements legal?**

Yes, verbal agreements are legal and binding. The minute a person takes occupation of a dwelling or there is an exchange of keys by the landlord that becomes an agreement between the parties.

**Can a landlord make profit from the utility services?**

No, the landlord cannot make profit out of utility services. By law the landlord must charge the tenant the exact amount for services consumed in the dwelling as reflected in the municipality account.

**Can I be forced to sign a lease agreement which I am not happy about?**

If the terms and the conditions of the lease agreement are such that they are in contradiction with the Act then a person can seek assistance from the Tribunal.

**Does a landlord have a right to lockout a tenant, cut off his / her electricity and enter the dwelling as he / she pleases?**

No, the landlord does not have a right to lockout a tenant, cut off his / her electricity or enter the dwelling as he / she pleases. A landlord may enter the dwelling on reasonable notice to a tenant.

**Am I required to pay rent on my last month of occupation?**

Yes, a tenant is required to pay rent on his / her last month of occupation of the dwelling.

**Can I use my deposit as my rent for the months that I am unable to pay rent?**

No, a tenant cannot use his / her deposit as payment for rent. A deposit can only be used for the repairs if any to the dwelling and the rest should be refunded to the tenant.

**Can I request proof from a landlord that my deposit is in a bank?**

Yes, a tenant can ask for such proof from a landlord.

**Is a landlord allowed to sell his / her property even if my lease is fixed?**

Yes, a landlord can sell his / her property, however, a tenant need to be informed of the sale of the property if the new owner will not absorb the existing occupants. If it is a month to month lease then a one calendar month notice to vacate the property should be given to the tenant.

**Is a landlord allowed to give proper notice without a valid reason?**

Yes, a landlord can on circumstances known to him / her give a tenant a valid notice to move out of the dwelling without informing the tenant of those reasons.

**Does the Tribunal issue attachment orders?**

Yes, the Tribunal can after listening to both parties issue an attachment order.

**Can I keep my rent because the landlord is not maintaining the property?**

No, a tenant cannot withhold rent. A tenant should follow proper procedures by approaching the Tribunal office nearest to him / her and lodge a complaint

**Are tenants allowed to keep rent because they have a case with the Tribunal?**

No, a tenant should always pay his / her rent despite the fact that a case has been lodged with the Tribunal.

**Who is responsible for the payment of levies?**

It is the responsibility of the landlord to pay his / her levies of the dwelling.

**Can I move out before my fixed lease expires?**

A tenant cannot move out of a fixed lease agreement because he / she will be in breach of his / her agreement. In certain circumstances a landlord may release a tenant on the following conditions:

1. When a tenant finds someone who will take over the lease term
2. When a landlord makes provision of a releasing fee or,
3. When the landlord withhold a tenants deposit.

I am no longer working and I cannot pay my rent.



If a tenant is unable to afford his / her rent, he / she should first speak to his / her landlord and make arrangements on how to pay the outstanding amount. Also read your lease agreement and see what provisions it makes for non payment of rent. A tenant is always liable for the payment of rent for the duration of the lease.

#### **I am not moving out until I get my deposit back**

A deposit is only paid back to the tenant after the tenant has moved out of the dwelling.

#### **Can I go to the courts and still open a case with the Tribunal?**

No, you can only approach one institution, either the court or the Tribunal.

#### **I have signed a lease agreement which says I am liable for levies and later I discover that I should not pay levies can I open a case?**

Yes, a person is entitled to open a case with the Tribunal if there is an unfair practice even if you have already signed your lease agreement.

#### **Can the Tribunal issue eviction orders?**

No, the Tribunal does not have any powers to issue eviction orders. When a person requires this kind of service one should approach the courts.

#### **How does the court grant an eviction order?**

A court will grant an eviction order only if tenants no longer have any rights to be occupying the premises, because:

- The lease has expired, or
- The lease has been cancelled by either the tenant or the property owner due to a breach of the conditions of the lease by the other party.

The procedure for obtaining a court 'order for ejection' (eviction order) is through the magistrate's court. However, if the right of occupation is in dispute or if the property is valued at more than R100 000.00, the proceedings will have to be brought in the High Court. Property owners start the procedure by issuing a summons, stipulating that they are seeking

eviction orders and calling on the tenants to give notice of their intention to defend the action if they wish. If tenants decide not to defend the action, judgment will be given against them in their absence (a default judgment). If tenants decide to defend the action, property owners may nevertheless attempt to secure a summary judgment against them. This means that, unless the tenants can satisfy the court that they have a bona fide defence, judgment will be given against them.

All the tenants have to do at this stage is to convince the court that they do have a defence. The entire defence does not have to be put before the court. If the court accepts that the tenants have a defence, the case will proceed as usual, with the tenants having to file a plea and thereafter the matter will be set down for trial. Once the order is made, 'warrants of eviction' are issued to the sheriff, in the case of a magistrate's court action, authorising the removal of the tenants and their possessions from the leased premises. The sheriff will move the tenants' possessions off the premises, in most cases onto the pavement. Evicted tenants have to pay their property owners' costs in obtaining the eviction order

#### **Where can I get help / contact the Tribunal?**

Help can be obtained from one of the Provincial Office or any information office as per telephone numbers indicated above



Gauteng Rental Housing Tribunal

## **Vision**

We strives to promote stability in the residential rental housing sector by resolving disputes between landlords and tenants that arise due to unfair practices either by the landlord or tenant

## **Mission**

- Promote stability in the residential rental housing sector in Gauteng
- Lay down general principles governing conflict resolution in the residential rental housing sector
- Protects landlords and tenants against unfair and unlawful practices
- Provide education for landlords and tenants regarding their rights and obligations
- Provide accessible mechanisms to landlords and tenants for dispute resolution

## **Values**

Respect, Integrity, Responsibility, Accountability and fairness

