



*This document is prepared in accordance with the Rental Housing Act 30 of 1999 as published in the South African Government Gazette on the 15<sup>th</sup> December 1999 and is hereinafter referred to as Act No 50.199 in relation to Residential Leases and in accordance with the Consumer Protection Act 68 of 2008 as published in the South African Government Gazette on the 29<sup>th</sup> April 2009 in relation to Commercial Leases.*

# PROPERTY MAINTENANCE GUIDE

## INTRODUCTION

This document will explain how property maintenance is managed and who (Lessor and Lessee) is responsible for the various aspects. It must be noted that this document covers both commercial and residential leases and there are items that are specific to each lease type and in which case, a separate section will discuss them individually. The relationship and responsibilities of both the Lessor and Lessee are defined in the respective signed lease agreements and nothing in this document is intended to contradict or override any lease agreement and as such, the wording and intention of the signed lease agreement will be accepted as the legal standard.

## STATUS OF THE PROPERTY – UPON OCCUPATION / VACATING

The various acts define what is required in terms of the specific criteria for both residential and commercial leases. Prior to taking occupation of the property or premises, an inspection report must be done together with the Lessor (or their agent) and the Lessee (Tenant) and the inspection report signed by both parties. In this report, ALL defects must be recorded because upon vacating the property at the end of the lease period, a further inspection will be done and any damage to the property that is not recorded in the incoming inspection report will be for the account of the Lessee to repair. A blank inspection report for residential properties can be downloaded from our web site: [Residential Property Inspection Report](#)

It must be noted that the property owner has the right to decide what items will remain as they are upon occupation and what items they will repair. For instance, let's use the example that a countertop in the kitchen has a burn mark – when the property owner sees the signed incoming inspection report, they may elect to leave that as is and the recorded damage would therefore not be for the account of the Lessee to repair when they vacate the property. Obviously, if the property owner did have the countertop repaired, then that action would be recorded and if there was a new burn mark when the Lessee vacates the property, that new damage would then be for their account.

The prime role of maintenance provided by the property owner (Lessor) is to prepare the property for an incoming Lessee (Tenant) and during the lease period to provide maintenance for items that are considered the property owner's responsibility.

## WHO IS RESPONSIBLE FOR THE PROPERTY MAINTENANCE?

**Residential Properties** – These premises are leased in a functional condition, fit for habitation. Therefore they will be leased in a safe electrical condition with functioning sanitation. The walls and floors will also be in a clean and satisfactory condition. Swimming pools are not supplied with cleaning equipment (Like brushes, chemicals and automatic pool cleaners and fittings) – Alarm systems, CCTV cameras and monitoring, antennae and satellite dishes are also not supplied. Air-Conditioning equipment is also not supplied. In some properties, exiting tenants elect to leave some of those items behind and the incoming tenant is welcome to make use of them and service them at their own cost.

All our current leases include several clauses that cover the property maintenance (Usually clauses 9 -12) which are reflected below for convenience purposes:

9. *The Lessee acknowledges that the whole of the said premises, keys, locks, windows, sewerage pans, basins and fittings, electrical installations and fittings and water taps are in a good state of repair and condition and the Lessee hereby promises and undertakes to care for and maintain the whole of the same situated on the landed property to which the Lessee, members of his household, guests, visitors, invitees or servants have access during the continuance of this Lease or any renewal thereof and at the termination of this Lease to return to or redeliver the same to the Lessor in the same good order and condition as they are received by him/her subject to fair wear and tear and to make good any repair at the Lessee's own cost any damage or breakage or, alternatively, to reimburse the Lessor for the costs of replacing, repairing or making good any broken, damaged or missing articles. The Lessee hereby undertakes to keep and maintain the sewerage pipes, water pipes and drains free from obstruction and blockages with the exception of trees and roots which are beyond the Lessee's responsibility.*
10. *The Lessee shall be responsible for the cost of and any and all the interior renovations of the leased premises necessitated by the action of the Lessee, the members of his/her household, guests, visitors, invitees or servants and the replacement and repair of all electrical bulbs, light fittings and neon lighting tubes. The maintenance and repair of all windows, frames and lock mechanisms as well as all swimming pool equipment, pumps, filters and general maintenance in the said premises shall be the responsibility of the Lessee with the exception of fair wear and tear.*
11. *The Lessee shall make good to the Lessor's satisfaction any damage to any portion of the said property caused through the delivery to the leased premises or removal there from of any goods by any person, or any damage caused to the premises or the said building, on the Lessee's behalf or by the Lessee's family, guests, licensees, invitees, visitors or servants.*
12. *Without restricting the generality of the foregoing provisions which shall, nevertheless, be of full force and effect, the Lessee shall be responsible for the maintenance, repair, renovation and replacement of the following items: broken door handles and locks, missing keys, blocked drains (internal resulting from domestic use), broken light switches, broken window panes and locks, handles and catches and frames, damaged toilets, broken tiles in any area, damaged kitchen units, leaking basins and taps, damaged bathroom sanitary ware, any burglar alarm equipment, any electrical fence equipment, all electrical plugs, all electrical light fittings and any broken item internal or external whatsoever. Notwithstanding anything to the contrary herein contained, the Lessor and Lessee or his/her agent shall agree upon and provide written record in duplicate to both parties within seven days after inspection and such document to record any such damages/defects to the property prior to the Lessee moving into the premises and only items listed in such record will be deemed exempt from damages upon the Lessee exiting the premises.*

Any maintenance item that falls outside of "fair wear and tear" are for the Lessee's account. So let's look a few examples to illustrate who needs to provide a specific item of maintenance:

*Example 1:* The Geyser bursts and water pours through the ceiling – damaging the ceiling. The Lessee immediately turns off the main water supply and contacts us to report the burst geyser. Our maintenance team will replace the geyser and repair the damaged ceiling. The costs involved will be borne by the Lessor.

*Example 2:* Whilst mowing the grass, the lawnmower flings up a stone and cracks a window. The Lessee needs to contract in a glass contractor to replace the glass at their own expense.

*Example 3:* The Lessee finds that several lights no longer work. The first step for the Lessee is to insert replacement bulbs (which is their responsibility – the property will have working lights upon occupation and must be vacated with working lights). Several lights blowing at the same time is

not uncommon due to voltage fluctuation from the municipal electrical supply. (Especially during load shedding cycles). Assuming that light bulbs are replaced and the condition still exists, then there is the potential of a faulty circuit breaker and the costs involved to replace the circuit breaker will be borne by the Lessor.

*Example 4:* The toilets flush, but water takes a long time to dissipate, The Lessee needs to investigate further – in many cases, hot fats poured down the kitchen sink and combines with other matter discarded in the toilets (Like sanitary towels) create a partial blockage. The Lessee should get a plumber to first try to unblock the sewer pipes (The plumber will use a rodding iron and the process is fairly quick). The cost for clearing the sewer lines is for the Lessee's account. However, there have been rare cases where large trees in the property have allowed their roots to invade the sewer pipes underground and in which case, this circumstance must be immediately reported to the Lessor (or their agent) and the remedy of having the tree and roots removed and the sewer pipes repaired and the costs involved will be borne by the Lessor.

We have published a specific maintenance guide with respect to swimming pools which you can download from our web site: [Swimming Pool Guide](#)

Water consumption is a huge issue, especially in times of punitive tariff billing during water restrictions. The municipal billing cycle is often two or more months in arrears, so it is imperative that you are aware of your water consumption and to this extent, we suggest that you take your own water meter readings weekly and monitor your consumption. If your water consumption is higher than usual (which you will also notice in your monthly invoice – albeit it two months or more in arrears), then please read our water consumption guide that you can download from our web site: [Residential Water Consumption Guide](#)

**Commercial Properties** – In most cases, the property is let in a “white box” state, which effectively means that the premises have a concrete floor and white painted walls and ceiling with basic light fittings and the incoming tenant will furnish their own finishes like specific tiling or carpeting, wall paint and decorative finishes and often custom ceilings. In some cases, a vacating tenant has left behind their finishes and the Lessor will negotiate with the Lessee to take over those finishes or the Lessor will return the premises to a “white box” state. Air conditioning and signage / signage lighting is fitted by the Lessee. Any fitted items that have been left by a previous Lessee may be used by the incoming Lessee on the grounds that they maintain and service them (e.g: air conditioners)

All our current leases include several clauses that cover the property maintenance (Usually clauses 10 -14) which are reflected below for convenience purposes:

10. *The Lessee shall within SEVEN (7) days of date of occupation of the Leased Premises notify the Lessor in writing of any defects in any of the doors, windows, window panes, locks, catches, fittings, fluorescent lighting, electrical fixtures, fittings, machinery, plant or systems, and any other installation, fittings or fixtures or appurtenances or that any of the same are missing, and failure to do so by the Lessee shall be a conclusive and irrefutable acknowledgement on the part of the Lessee that the same are in a good and proper state of repair and in good working order. Nothing herein contained shall create any obligation upon the Lessor to repair or put in order or replace any of the property or articles aforementioned, the said premises including the said articles being hired as they stand.*
11. *The Lessee undertakes to maintain the whole of the interior including the articles, fittings, fixtures and appurtenances all specified in this agreement hereof in a good and proper state of repair and undertakes to maintain same during the continuance of this lease and at its expense to replace same where necessary, and at the termination of this lease to return same to the Lessor in like good order and condition.*
12. *The Lessee shall keep the whole of the interior, including all articles, fixtures, fittings and appurtenances as aforesaid in good appearance and in a clean and sanitary condition and shall be responsible for the cost of any renovation, redecoration and repainting. All damage and breakage thereto whether such have been occasioned negligently or by forcible entry or otherwise howsoever shall be repaired by the Lessee at its own expense.*

13. The Lessee shall be responsible, at its expense, to keep the entrances and exits to the premises, exterior floors, passages, yards, all drains, pipes and means of water conveyance and of sanitary clearance on the premises in a clean condition and free from blockage of any description and in good working order.  
The Lessee shall be responsible for any damage to, and replacement of, any glass windows, glass doors or plate glass or any other glass fitted to the premises or to any of the fixtures and fittings.

AND

20. The Lessor shall be liable only for the repair of any structural defects in the exterior walls and roof of the Leased Premises, excluding any windows and doors and such repairs will be at the sole discretion of the Lessor.

21. The Lessee shall not alter, interfere with or overload any electric, lighting or heating installation or equipment or install any such installation or equipment without the prior written consent of the Lessor which shall not be unreasonably withheld.

Once a commercial Lessee has taken occupation of the premises, the Lessor will generally be responsible for major exterior issues (Like a roof that is leaking) and the Lessee will maintain all interior aspects plus exterior cleaning. The exterior aesthetic responsibility varies vastly with different commercial properties based on whether they form part of a complex or are stand alone buildings. The areas of responsibility are adequately covered in the lease agreements.

### Residential & Commercial Properties – Batteries

All motorised garage doors and gates usually contain a lead acid battery to enable them to function during grid main power loss for short periods of time. The batteries in this equipment is considered a “consumable item” that has a useful life largely dependant on the charge / discharge cycles caused by power outages. **ALL BATTERIES ARE THEREFORE CONSUMABLES AND PERIODIC REPLACEMENT OF THESE BATTERIES IS FOR THE LESSEE’S OWN COST.**

These systems are not designed for load shedding conditions prevalent in South Africa. The typical battery used in most of these devices is a 12V 7A/H Lead Acid Battery and will usually only last for 100 to 150 deep cycles (where the battery is fully charged and then allowed to discharge significantly under load).



If one considers load shedding just once per day, then it is most likely that the battery life will be short of THREE months before requiring replacement and if load shedding cycles increase per day, then that time will be drastically reduced. The typical shelf price of these batteries is R200 to R250 each (2022 prices)

For convenience, we recommend that you purchase and install a Lithium (LiFePO4) Battery instead.



These batteries are fully compatible with the systems designed for Lead Acid batteries and their cycle lifetime is usually in the region of 3 000 charge / discharge cycles. The typical shelf price of these batteries is R750 to R900 each (2022 prices). A typical online supplier for this type of battery: [Geewiz Battery Supplier](#)

## LOGGING A MAINTENANCE ISSUE

We would like to remind you on how we process maintenance issues relating to the property that you are leasing. Firstly, when you occupied the property, the premises are inspected by yourself (the lessee) and the Lessor (or their agent) – it is imperative that any defects are noted in writing so that you are not held responsible for those defects on vacating the property and you are entitled to a copy of the defects list for your records. The Lessor has the right to repair any of those defects or alternately to leave the defect as is at their discretion – any defect repaired by the Lessor will then be excluded from the defects list.

During your lease period and at the point of vacating the property, it will again be inspected by yourself (the lessee) and ourselves (on behalf of the Lessor) and any damages to the property that are not recorded on the defect list will be for your account with the exception of “fair wear and tear” as per the appropriate governmental housing rental act for residential property and other criteria for Commercial property relating to Commercial Contract Acts.

Should it become apparent that a maintenance item appear that is in the interests of the property owner to address, or an item that you perceive is the Lessor’s responsibility, then we would appreciate it if you could log the item with our administrator by sending an e-mail to:

[office@letitsmart.co.za](mailto:office@letitsmart.co.za) or alternately contact us on WhatsApp: 067 905 5464

In your e-mail or WhatsApp, please mention your account reference SS\_\_\_ R or C\_\_\_. In the header or description of the e-mail. Our administrator will log the matter on our system and raise a docket reference number and the matter will go through a process to determine the work required, the urgency and approval from the owner to carry out the work and once approved, our maintenance team will be commissioned to perform the work after your notification and access arrangements.

Once a matter is logged, our admin office will send you an e-mail that identifies your maintenance issue and will provide you with a log reference number – please retain that number and refer to it in any further correspondence pertaining to that that issue.

Please DO NOT log any maintenance with our letting agents or maintenance team – they are not authorized to log or vet maintenance items and we therefore accordingly request that you log the items directly with our maintenance using the e-mail route.

Should you experience an emergency, like a burst water pipe for example, then please call us immediately on WhatsApp: 067 905 5464 (During office hours) or **ONLY IN EMERGENCIES AFTER HOURS ON 083 656 5529** and specify the extent of the emergency.

Please note that the Lessor (property owner) will not be responsible, and neither will they refund you for maintenance work that you decide to carry out or sanction without prior written approval to do so on their behalf and such sanction must be in writing and issued from our office on behalf of the owner.

Please ensure that you DO NOT log the same maintenance item TWICE, but you are welcome to enquire about the progress of a logged item by e-mailing our admin office and querying, using the Log reference number and we will provide you with an update.



