

# THE LANDLORD POCKET HANDBOOK

Your Ultimate Guide to Renting.  
Brought to you by Rawson Rentals  
– Your Neighbourhood Experts.



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# CONTACT DETAILS



# HERE'S TO GOOD NEIGHBOURS

As your neighbourhood experts, we'll help you find the perfect home, with the right neighbours. They'll be the ones with the sugar when you've run out and the spare key when you're locked out. They'll be the ones to help you find your feet or even a beloved pet.



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## HERE'S TO GOOD NEIGHBOURS

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As your neighbourhood experts, we'll help you find the right tenant to rent your property. Then we'll stick by your side - like good neighbours should - ensuring you're equipped with all the essential information and resources you need to make the renting experience a pleasant one. Read through this handbook to make sure you understand the roles, responsibilities and rights that apply to you as a landlord. Happy reading, and of course, happy renting.



\*While this guide aims to be as useful as possible for a landlord, it does not replace legal advice or professional council. Always seek advice from appropriate sources such as the Rental Housing Information Office, Rental Tribunal or a lawyer if you are unsure about how the law applies to you.

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## Section 1

### WHAT ARE THE RESPONSIBILITIES OF A LANDLORD?

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Renting a home should be a rewarding experience for you and your tenant. For any rental agreement to be successful, all parties involved need to know what their responsibilities are, and then commit to them. Where Rawson Rentals have been mandated to act on behalf of the landlord, some references to the landlord will imply the landlord and/or his/her appointed Rawson Rentals agent.

#### As the landlord, you will have the following responsibilities:

- You must ensure that the property and its contents are in a reasonable working condition when the tenant moves in.
- You are responsible for keeping and maintaining all external walls, roof, plumbing (including any applicable flushing mechanism of all toilets on the property), electrical fixtures and other structural parts of the property in good order and repair.
- If the property has a swimming pool, you are responsible for maintaining the swimming pool pump, and you have to supply the tenant with all pool cleaning equipment (excluding chemicals).



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## WHAT ARE THE RESPONSIBILITIES OF A LANDLORD?

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- If the leased property is in a security complex, you will be required to supply the tenant, on request and at your cost, a replacement remote access control, unless damage or loss was caused by the tenant.
- You (or Rawson Rentals) must provide the tenant with a written lease agreement.
- You (or Rawson Rentals) must issue the tenant with a receipt for every payment received with regards to rent received, services, accounts etc.
- You (or Rawson Rentals) must invest the deposit in an interest bearing trust account. On termination of the lease, the deposit plus interest is payable to the tenant after all damages in respect of the leased property have been paid, provided such damages exist.
- You must allow the tenant the right to privacy and the opportunity to enjoy their home undisturbed, which means that neither you, nor Rawson Rentals may enter the property without the tenant's permission and can enter only after reasonable notice has been given.
- Before the tenant moves in, you (or Rawson Rentals) and the tenant must inspect the property together to list any damage, in order to determine what you are required to fix and to record any damage that happened **before** the tenant moved in (this is important when it comes to claiming back a deposit).



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- You have to ensure that all municipal charges, levies and supply of services and relevant accounts relating thereto are paid in full, prior to the tenant moving into the property.
- All rates, taxes and or levies in respect of the leased property must be paid timeously.
- ***Please note that you are not permitted to cut off water or electricity to a tenant's unit without a court order.***
- You have to keep the leased property insured to its full value against risk of damage by fire.
- During the period of 3 days before the lease expires, you (or Rawson Rentals), together with the tenant, are required by law to inspect the property (at a time convenient to both parties) to assess if there is any damage caused during the tenant's occupation of the property.
- After inspecting the property, you (or Rawson Rentals) are required to pay back the tenant's deposit plus interest, within 7 days, provided that there are no damages. If damages are present, the damages must be repaired and the remainder of the deposit needs to be repaid to the tenant within 14 days after restoration of the property.
- **Furnished Rental:** You (or Rawson Rentals) need to supply the tenant with an inventory of all furniture and equipment and the tenant needs to sign acknowledgement of the inventory at the incoming inspection.
- In addition, you will be required to insure and keep insured the contents in/on the property.



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## Section 2

### LANDLORDS OBLIGATIONS RELATING TO MAINTENANCE AND REPAIRS

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As mentioned previously, the landlord is responsible for maintaining the structure of the property and ensuring that plumbing, electrical systems and any lifts are in working order. In addition, a landlord must also repair any damage caused by fair wear and tear, which refers to any damage or loss to an item at the property which happens as a result of natural causes or ordinary use over time. This could include peeling paint, faded carpets, minor marks on walls etc.

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## Section 3

### UNMANAGED AGENCY RENTAL OBLIGATIONS



Rawson Rentals offers two unique rental services. When a rental is unmanaged, the landlord can anticipate the following:

#### UNMANAGED LEASE

1. A Comparative Market Analysis of the monthly rental income potential of the property.
2. Advice on how to prepare the property for leasing.
3. Rawson Rentals will procure the tenant via:
  - a. Listing the property as being 'To Let' by way of open or exclusive mandate.
  - b. Taking photos of the property for marketing purposes.
  - c. Marketing the property through selected media, in office, and via current tenant databases and agency networks.
  - d. Presenting the property viewing/s at an open house or to individual potential tenants.
  - e. Facilitating the application process with potential tenants.
  - f. Financial qualification and reference checks of potential tenant/s.

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## UNMANAGED AGENCY RENTAL OBLIGATIONS

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4. A qualified tenant's application to lease the property will then be presented to the landlord for consideration.
5. Negotiation and conclusion of the Agreement of Lease between landlord and landlord-approved tenant.
6. Collection of the first month's rental, deposit and other amounts from the tenant as per the Agreement of Lease.
7. Investment of the deposit into an interest bearing trust account as prescribed by the RHA (Rental Housing Act) and EAAB (Estate Agency Affairs Act).
8. A joint Incoming Inspection with the tenant as prescribed by the RHA.
9. Check and sign off of the Inventory List (supplied by landlord) on a semi-furnished or furnished property.
10. The provision of a fully signed copy of the Agreement of Lease to the landlord and tenant. This will include a copy of the Incoming Inspection with photographs (if applicable) to both landlord and tenant.

**Thereafter, the landlord will manage the property him-/herself and all further communication will be between the landlord and tenant directly.**



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## Section 4

### MANAGED RENTAL AGENCY OBLIGATIONS

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In addition to all of the points listed in the previous section (Unmanaged Rentals), landlords who appoint Rawson Rentals to manage their lease agreements can expect additional, ongoing services, such as:

1. The ongoing collection of payments from the tenant according to the Agreement of Lease. This would include:
  - a. Monthly rental;
  - b. Monthly services and/or other amounts from tenant.
2. Payment to third parties, on behalf of the landlord, i.e. municipality/suppliers/contractors.
3. The monthly lease management fee (agreed to at the onset of the lease), will be deducted from the tenant's monthly rent and the balance will be transferred to the landlords account.
4. Financial statements and administration as prescribed by the RHA and EAAB:
  - a. Regular statements will be sent to the landlord.
  - b. Regular statements will be sent to the tenant.
  - c. Safe-keeping of the lease file containing all relevant documents, invoices, receipts and correspondence for record purposes.
5. Regular inspections of the property as required, including photos and a regular inspection report, when necessary.
6. Repairs and maintenance of the property on behalf of the landlord, with the commitment that Rawson Rentals will:
  - a. Obtain two quotations whenever required.
  - b. Contract the supplier for repairs and maintenance.
  - c. Arrange for a convenient time for work to be carried out with all parties concerned.
  - d. Take before and after photographs of work to be carried out.



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## MANAGED RENTAL AGENCY OBLIGATIONS

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e. Check and sign off repairs done and inform the landlord.

Note that in case of emergency repairs, Rawson Rentals will accept the lowest quotation on behalf of the landlord.

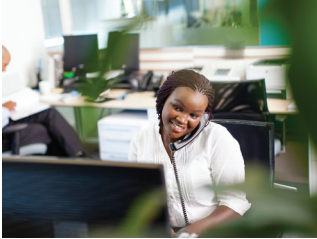
7. When it comes to termination and/or renewal of the lease, Rawson Rentals will send applicable notification of renewal/termination of lease to the tenant as prescribed by the CPA (Consumer Protection Act).
8. In the case of lease renewal, Rawson Rentals will:
  - a. Negotiate the terms of the renewal of the lease with both the landlord and tenant.
  - b. Renew the Agreement of Lease on behalf of the landlord.
  - c. Collect the top-up deposit from tenant, if applicable.
  - d. Provide a fully signed copy of the renewed Agreement of Lease to landlord and tenant.
9. In the case of the lease being terminated, Rawson Rentals will:
  - a. Terminate the Agreement of Lease on behalf of the landlord.
  - b. Arrange with the tenant to do the Outgoing Inspection on behalf of the landlord.
  - c. Repay the tenant the balance of damages deposit.
  - d. Reconcile the municipal account/s and repay the balance of tenant's services deposit.
10. Identify refurbishment/damage of the property, if applicable, for the account of the tenant. In this regard, Rawson Rentals endeavours to:
  - i. Obtain quotations from preferred suppliers.
  - ii. Contract a supplier for refurbishment/repairs.
  - iii. Arrange for a convenient time for work to be carried out with all parties concerned.
  - iv. Take before and after photographs of work to be carried out.
  - v. Check repairs are done correctly.
11. In all instances, Rawson Rentals will stay in regular contact with both the landlord and tenant to ensure the successful management of the lease.



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## HERE'S TO HAPPY RENTING

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With over 30 years of experience as the neighbourhood experts, we've overseen thousands of rentals. Here are our top tips to ensure you enjoy a smooth, successful renting experience.

### 1. CHOOSE WISELY

We understand that your property is a prized possession and asset. It's important your tenant feels the same way. So choose a responsible tenant with a good financial track-record, who can respect your property and the lease agreement.

### 2. SPEAK UP

Open, ongoing communication between all parties involved in a lease agreement is vital. So don't wait to speak up about your concerns or grievances.

### 3. LEAVE IT TO THE EXPERTS

Ensuring a successful rental experience involves a surprising amount of paperwork, detail and ongoing administration. Why not let us take care of it for you, so you can get on with enjoying your life instead of worrying about a lease.



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