



# **ARTEMIS PROPERTY MANAGEMENT**

**SALES - RENTALS - RENTAL ASSET &  
PROPERTY PORTFOLIO MANAGEMENT - CONSULTING - MAINTENANCE**

**RESIDENTIAL & COMMERCIAL PROPERTY - MANAGERS & BROKERS**

**- SUCCESSFUL RENTING -**

**“A TENANT’S USEFUL**

**RENTAL GUIDE MANUAL”**

**PREPARED & PRESENTED BY**

**ARTEMIS PROPERTY MANAGEMENT (PTY) LTD**

# SUCCESSFUL RENTING

## A TENANT'S USEFUL RENTAL GUIDE MANUAL



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## INTRODUCTION

Artemis Property Management (Pty) Ltd are well experienced and efficient in residential property renting and we will provide our tenants with all of the required information and resources that tenants will need to make their renting experiences very successful.

Tenants should read through this handy guideline to ensure that tenants' rights, roles and rules that are applicable to tenants, are well understood.

Here's to our tenants happy and successful renting experiences!

**PLEASE NOTE:** This renting guideline for tenants, is exactly that only, it is a guideline, and it does not replace any legal counsel and advice that will be preferable from appropriate sources, such as the Rental Housing Tribunal, the Rental Housing Information Office, or an attorney, if and when tenants are uncertain about what laws are applicable to tenants.

The *Rental Housing Act* regulates the relationship between landlords (people who own properties) and their tenants (people who rent properties). The law gives tenants a place to turn to, such as the Rental Housing Information Office and the Rental Housing Tribunal, if tenants are mistreated by their landlords. Tenants need to feel free to contact the Rental Housing Tribunal, or the Rental Housing Information Office located in the closest proximity to the rental properties, with complaints about their landlords, their rental properties and their lease agreements.

## BEFORE TENANTS EVEN CONTEMPLATE TO RENT, THEY MUST TAKE THE FOLLOWING INTO CONSIDERATION :-

### 1. **Can tenants afford to rent?**

Are tenants financially able to afford the rental payments every month, always payable in advance of each month?

Can tenants afford the deposits required to be paid at the start of the lease agreements, the damages deposit may be the equivalent of 1 or 2 or even 3 months rent before the tenant takes occupation of the rental properties, plus the first month's rent also payable in advance of the month?

### 2. **Are tenants credit worthy?**

What are tenants credit scores?

Landlords and/or the appointed rental agents have the right to check tenants credit worthiness before they decide to consider tenants for renting and lease agreements.

### 3. **How prepared are the tenants when tenants attend the rental properties viewings?**

- Potential tenants should bring copies of their IDs with them to the rental properties viewings and -
- Proof of their credit scores.
- Copy of the latest payslips.
- Latest 3 months bank statements.
- Proof of enough money in tenants bank accounts to pay for the required deposits and the first month's rent in advance.

4. **Before tenants do sign lease agreements on the dotted line, tenants must ensure that the following are included in the lease agreements: -**

- The names and addresses of all parties involved with the lease agreements.
- The full description of the rental properties.
- The rental amount payable and reasonable escalations.
- The frequency of the rental payments, such as monthly.
- The amounts of the deposits required.
- The duration of the lease periods.
- The notice period required for termination of the lease agreements and when there are no renewals of the lease agreements.
- The tenants obligations and responsibilities on and in the rental properties.
- The landlords obligations and responsibilities for their rental properties.
- Any other costs payable by the tenants, such as municipal costs, levies in residential complexes.
- The landlords and/or appointed rental agents record (list) of existing damages and breakages on and in the rental properties. This record (list) will be made by the landlords and/or the rental agents along with the new tenants present at the Incoming Inspections carried out on and in the rental properties, before the new tenants move into the rental properties. The damages and breakages record (list) must be attached to the new tenants lease agreements.

- ***The Property Practitioners Act (“PPA”)*** has come into effect on 1 February 2022. The PPA aims to ensure a healthy property market, to regulate property practitioners and to protect consumers. An important example of consumer protection is the compulsory inclusion of a property defects disclosure form for rental properties. Regulatory changes focus on matters such as trust accounts, certification, who qualifies as a property practitioner and the Property Practitioner Fidelity Fund. A completed disclosure form (in a format prescribed by section 36 of the Property Practitioners Regulations, 2022) and signed by all the parties must now be attached to the agreement and forms an integral part of the agreement.

Under the PPA from 1 February property practitioners may not accept a mandate from a landlord where there is no comprehensive disclosure form. If they do accept the mandate, their actions may result in liability towards the affected consumer. If the disclosure form was not completed, signed, or attached to the agreement, the agreement must be interpreted as if no defects or deficiencies of the property were disclosed to the tenant. The disclosure form is not a substitute for any inspections or warranties, which means that the tenant(s) can still insist on these in the agreement.

- If furnished a record (list) of the furniture and equipment included in furnished rental properties and the furniture and equipment’s condition to be recorded at the Incoming Inspections of the new tenants. The record (list) must be attached to the new tenants lease agreements.
- The Property Rules, or in the case of residential complexes, the body corporates or the home owners associations, the applicable complexes rules to be attached to the lease agreements.
- If pets are not allowed, the landlords written consent and agreement to allow tenants to have their pets on and in the rental properties. The landlords written consent must be attached to the tenants lease agreements.

## THE TENANTS RESPONSIBILITIES FOR THEIR RENTAL PROPERTIES

Tenants should enjoy successful renting experiences and this should also extend to the landlords. Tenants always need to ask for lease agreements in writing from the landlords, this is very important to ensure that both tenants and the landlords will be able to refer to the written lease agreements that are in place, when any disagreements or other problems arise between the tenants and the landlords during the duration of the lease.

For all the parties involved in renting, the responsibilities each party has must be made known, so that the responsibilities can be committed to by the parties and this will lead to successful rental agreements.

**The following are the tenants responsibilities :-**

**1. Damages and service deposits will need to be paid by the tenants before the start of their occupation of the rentals.**

The damages deposit will be deposited into an interest-bearing bank account for the duration of the lease agreements and will be used in the event :-

- Of any damages and breakages on and in the rental properties that tenants have caused and this will also be inclusive for the failure to pay the rent or any other charges due for payment by the tenants.
- If there are no damages and breakages of any kind, the damages deposit will be refunded in full with interest to the tenants within 7 working days after the end date of the lease agreements.
- When there are damages and breakages, the tenants damages deposits plus the interest will be used to pay for the damages and breakages on and in the rental properties. Only after all the damages and breakages have been repaired and/or new replacements have been installed by the contractors and the reparations and/or new replacement installations have been completed and finalised by the contractors and to the landlord's satisfaction, will the remainder of the damages deposits, if there are any remainder of the deposits left, be refunded to the tenants within 14 days after the full and total completion of the reparations and new replacement installations.

***The services deposit also is deposited into an interest-bearing bank account for the duration of the lease agreement and it will be used in the event :-***

- Of municipal accounts that are outstanding by the tenants. The remainder of the services deposits plus interest will only be refunded to tenants, after the last and final municipal accounts are received and paid for out of the services deposits and this may take a month or longer. Any other outstanding amounts that the tenants owe the municipalities during the duration of the lease agreements, will also be deducted from the services deposits plus interest, before the remainder of the services deposits will be refunded to the tenants.
2. The rent and services costs from the tenants are required to be paid on time and on the date, place and method that the tenants have agreed to in their lease agreements.



3. Rental properties can and may only be utilised by the tenants, according to what the tenants have agreed to in their lease agreements. For instance, tenants cannot utilise their rental properties for any other reason or purpose, such as running businesses from the properties, when the tenants have agreed that the rental properties will be utilised as their homes in their lease agreements.
4. Tenants must not rent out their rental properties to other people, unless they have received prior written consent from their landlords.
5. It is imperative that tenants must attend the important “incoming inspections” along with the landlords and/or Artemis Property Management’s rental agents before the tenants move into the properties.

***The important reasons and purposes for the incoming inspections :-***

- There may already be damages and breakages present in the rentals and it is essential that the landlords and/or Artemis Property Management’s rental agents record all of these damages and breakages in the presence of the new tenants, so that all the parties attending the incoming inspections can reach an agreement about the damages and breakages that will need to be repaired or replaced on and in the rental properties. These damages and breakages needing repairs or replacements must always be undertaken in writing by the landlords and/or Artemis Property Management rental agents.
- It is very essential that the tenants, landlords and/or the Artemis Property Management rental agents, all sign the records (lists) of the damages and breakages found on and in the rentals, before the new tenants occupation of the rental properties and these records (lists) must be attached to the tenants lease agreements.
- The incoming inspections records (lists) that were made of the damages and breakages on and in the rentals are of the utmost importance when tenants are refunded their damages deposits at the end of their leases, so as to avoid the tenants being held responsible for damages and breakages that were already present in the rental properties before they took occupation of the rental properties and that the tenants did not cause. There must be records (lists) made of the damages and breakages present at the incoming inspections.
- At the incoming inspections, landlords will not need to repair or replace non-material defects that are regarded as minor defects, such as some small marks on a painted wall. However, material defects, such as a permanent appliance in the rental that does not work, this will have to be repaired or replaced by the landlords.
- If there are any damages or breakages on and in the rental properties that were present and not recorded at the incoming inspections, new tenants do have the right within 7 (seven) days of moving into the rentals, to report these damages and breakages in writing to the landlords, only if the new tenants did not cause these damages and breakages themselves when they moved into the rental properties.

**6. TENANTS WILL ALWAYS NEED TO RESPECT AND TREAT THEIR RENTAL PROPERTIES VERY WELL AND, AS IF THEIR RENTAL PROPERTIES ARE THEIR OWN BECAUSE THE RENTAL PROPERTIES ARE ALWAYS VERY IMPORTANT INVESTMENTS TO THE LANDLORDS/OWNERS.**

7. Pets are frequently not allowed on and in rental properties, especially so in residential complexes according to the body corporates or the home owners associations complex rules and by-laws.

Therefore, tenants will need to obtain the written consent from the landlords to permit tenants pets on and in the rental properties, before tenants agree to lease the rental properties and this written consent from the landlords must be included in the tenants lease agreements.

8. Tenants must not undertake any changes on and in their rental properties, for instance painting work or new tiling and also no structural alterations, improvements or additions, such as building on a room or breaking out a wall, unless tenants have received written agreements from the landlords/owners to do so. Even if tenants do have written consent from the landlords/owners, the tenants may not receive any compensation from the landlords/owners for the rental property changes, because the rental properties belong to the landlords/owners and they are not obliged to compensate tenants for any changes the tenants have made on and in the rental properties at the tenants own costs.
9. Likewise, without the written consent from the landlords/owners, tenants should not bang in nails, or screw-in screws into rental properties walls and ceilings. Only if the landlords/owners do agree and have given the consent, then at the end of the tenants leases, the tenants will have to ensure that they remove the nails and screws from the walls and ceilings, fill-up the holes left behind and repaint the walls and ceilings in question, otherwise the landlords/owners are entitled to deduct the costs for these repairs from the tenants damages deposits plus interest.
10. At the end of the lease agreements, tenants are required to have the carpets in the rental properties professionally steam or dry cleaned and if tenants do not undertake this task, then the landlords/owners are entitled to do so at the tenants costs that will be deducted from the tenants damages deposits plus interest, that are held in an interest-bearing bank account.
11. It is very important that tenants must attend the “outgoing inspections” at the end of their lease agreements and as soon as the rental properties have been vacated by the tenants and on the outgoing inspections date stipulated in the lease agreements, along with the landlords/owners and/or Artemis Property Management rental agents.
12. The landlords/owners and/or Artemis Property Management rental agents will undertake the outgoing inspections of the rental properties within 7 (seven) days of the termination of the leases, with or without the outgoing tenants being present. This is to determine any damages and breakages on and in the rental properties during the occupation of the outgoing tenants. It is of the utmost importance that tenants attend their outgoing inspections to ensure that any damages and breakages caused by the tenants are recorded (listed) correctly by the

landlords/owners and/or Artemis Property Management rental agents. The landlords/owners are entitled to recover the costs for the repairs or replacements for the damages and breakages from the tenants damages deposits plus interest, that will need to be undertaken by contractors to repair or to replace on and in the rental properties.

### **13. TENANTS EARLY CANCELLATION OR TERMINATION OF THEIR LEASE AGREEMENTS**

Tenants early cancellation or termination of their lease agreements will depend upon the lease agreements that they have agreed to with their landlords, whether or not the lease agreements contains grounds for cancellation in the clause that allows explicitly for early cancellation. If the *Consumer Protection Act* applies, then at least 20 business days notice is required, and the tenants will be required to pay reasonable penalties to the landlords, as well as outstanding rental payments and municipal services payments owing by the tenants. These payments cannot be deducted from the tenants deposits held by the landlords, so the tenants will have to pay these payments due, via another means of payment.

If there is a breach of the lease agreements by the landlords, tenants must give the landlords the opportunities within reasonable time periods to resolve and fix the situations and if the landlords still do not undertake to resolve and fix the situations, tenants can proceed to cancel or terminate their lease agreements.

Bear in mind, that the landlords can also cancel or terminate the lease agreements they have with the tenants, if the tenants likewise are in breach of the lease agreements.

### **REPAIRS AND MAINTENANCE – THE TENANTS OBLIGATIONS**

1. Tenants are required to treat and maintain the rental properties, the properties contents and fixtures as well as the gardens, if there are gardens, in the same way and condition that the rental properties were in at the start of the lease agreements. Outgoing tenants must return the rental properties at the end of the tenants leases, in the same way and condition that the properties were in at the start of the lease agreements, except for fair wear and tear on and in the rental properties.
2. Tenants should keep rental properties tidy and clean, this will include the gutters to be kept clean and free of debris.
3. Tenants cannot intentionally or even unintentionally be the causation of any kind of blockages or obstructions to water pipes, drains, sewerage pipes or any other similar fixtures that services the rental properties. Tenants will be responsible to have the blockages or obstructions removed or in the case of any damages, the repairs or replacements will have to be carried out by professional contractors at the tenants own costs.
4. It is the tenants responsibility to well maintain the paint work and any fitted carpets, except for fair wear and tear. Tenants are required to have the carpets professionally cleaned at the end of their leases, also for the removal of any stains and marks caused by the tenants.



5. Tenants are responsible to repair or to replace damaged or broken glass, mirrors, water taps, burnt out light bulbs and missing light bulbs inside and outside the rental properties, window fasteners, door handles, locks, and keys, including any missing keys and the costs to replace the keys will be at the tenants costs.
6. Swimming pools on the rental properties, must be maintained and kept clean by the tenants and the correct pool chemicals must be used by the tenants. The tenants need to ensure that the pool equipment to help keep the pools clean are available and the tenants need to ensure that the pool equipment is in good working order, if not, tenants must report this to the landlords timeously.
7. If there are any structural defects in the rental properties, such as with the roofs, or the external walls that are causing leakages that may endanger the tenants, or any visitors to the rental properties, the onus is on the tenants to report the defects to the landlords and/or Artemis Property Management rental agents as soon as possible.
8. If permission has been granted by the landlords in writing and it is included in the lease agreements, for tenants to have pets on and in the rental properties. At the end of the leases, tenants are required to have the rental properties professionally fumigated just prior to the tenants outgoing inspection dates as stipulated in the lease agreements. Receipts of proof from the professional fumigators, must be handed in by the tenants to the landlords and/or Artemis Property Management rental agents.

### **REPAIRS AND MAINTENANCE – THE LANDLORDS OBLIGATIONS**

Landlords must repair any damages caused by acceptable wear and tear, this is inclusive of any damages or losses to items on the properties as a result of natural causes and/or ordinary usage over time, for instance the peeling of paint, marks on the walls, carpets that have faded and so on.

Landlords are responsible for the structural maintenance of the rental properties and landlords must ensure that the electrical applications, all the plumbing and if there are any lifts in the buildings, that everything is in good working order and condition.

### **WHEN TENANTS ARE REQUIRED TO ALLOW ACCESS TO THE RENTAL PROPERTIES**

1. At all times during the duration of tenants lease agreements, tenants are required to allow access to the properties to the landlords and/or Artemis Property Management agents along with potential tenants or purchasers interested in the rental properties. The landlords and/or Artemis Property Management agents will need to provide reasonable notice to the tenants to gain access to the properties by the tenants. Tenants will also be required to allow “To Let” or “Let by”, “For Sale” or “Sold” signs when it is appropriate at the rental properties.
2. Tenants also will need to allow the landlords and/or Artemis Property Management agents or a nominated photographer to take photographs of the properties to enable the effective marketing of the properties to potential tenants or purchasers.

3. It is essential for tenants to ensure that rental properties are clean, tidy and presentable when the landlords and/or Artemis Property Management agents want to show the properties to potential tenants or purchasers interested in the properties.
4. After reasonable notice has been provided either verbally, or in writing, or via Sms by the landlords and/or Artemis Property Management agents, tenants are required to allow the landlords and/or Artemis Property Management agents and the contractors access to the rental properties to carry out required repairs, or replacements, or alterations internally and externally on and in the rental properties for the safety, preservation or improvement of the rental properties.

### **TENANTS CHECK LISTS PRIOR TO THE OUTGOING INSPECTIONS AT THE END OF LEASE AGREEMENTS**

At the end of tenants lease agreements, tenants need to undertake the following before tenants move out of the rental properties :-

- If tenants have had their pets on and in the rental properties, tenants are required to have the rental properties professionally fumigated just prior to the tenants outgoing inspections and tenants need to hand a receipt of proof from the fumigating company to the landlords and/or Artemis Property Management agents that the properties have been fumigated.
- Kitchen hob and oven must be cleaned very well.
- Kitchen cupboards and drawers to be cleaned well.
- Toilets and basins to be cleaned well.
- Bathroom ceilings to be cleaned and to ensure that there is no mildew. Showers, shower doors, walls and tiles to be cleaned well and to ensure that there is no mildew.
- Bedroom built-in cupboards to be cleaned well.
- All tiled floors to be cleaned well and the marks left behind by washing machines, tumble dryers and fridges to also be cleaned.
- All windows and window sills to be cleaned.
- All nails and screws in the walls and ceilings to be removed, the holes are to be filled up and the walls and ceilings repainted.
- Wash all marks on the walls off.
- Have the carpets professionally cleaned and hand a receipt of proof from the carpet cleaning company to the landlords or Artemis Property Management that the carpets have been professionally cleaned.
- If there are fireplaces, clean out the fireplaces very well.

- If there are blinds on the windows as fixtures in the rental properties, the blinds must be in good working order and must get cleaned.
- Curtain rails and hooks must be cleaned after removing the curtains and the hooks must be left on the rails if they belong to the rental properties.
- All the light bulbs (globes) inside and outside the rental properties must be working and there must be no missing light bulbs.
- All the keys for the inside doors can be left in the respective door locks, or removed and marked and handed over to the landlords and/or Artemis Property Management agents for safe keeping. Ensure that the landlords and/or Artemis Property Management agents are made aware and they record that all the inside doors keys have been left in the respective door locks and that there are no missing keys.
- All the gutters must be clean and free of any debris.
- The swimming pools must be cleaned well and the pool pumps and equipment must be in good working order.
- Garden beds must be tidy and weed free and lawns must be mowed.
- All household and garden refuse by the tenants must be removed by the tenants from the rental properties.
- The “prepaid electricity” or “Pay as you go electricity” cards must be handed in to the landlords and/or Artemis Property Management agents at the outgoing inspections for safe keeping, or on the advice of the landlords and/or Artemis Property Management agents the “prepaid electricity” cards will be placed in agreed safe places inside the rental properties and are noted and recorded as such by the landlords and/or Artemis Property Management agents.
- Along with the landlords and/or Artemis Property Management agents at the outgoing inspections, tenants also do need to make a record of the water meter readings at the rental properties that they have moved out of.
- Remotes and keys that tenants received at the start of their lease agreements will have to all be returned and handed over to the landlords and/or Artemis Property Management agents at the end of the lease agreements. The remotes must be in good working order as they were received at the start of the lease agreements and there must also be no missing keys (missing keys replacements will be at the cost of the tenants).
- The auto gates of the rental properties must be in good working order, as they were at the start of the lease agreements.

## NOTES FOR TENANTS IN CONCLUSION FOR HAPPY AND SUCCESSFUL RENTING

Just a reminder, that for many years Artemis Property Management (Pty) Ltd are very well experienced and efficient in residential rental properties and we ensure that tenants have very happy and successful renting experiences and lease agreements.

- **RESPECT AND TREAT RENTAL PROPERTIES AS IF YOU ARE THE OWNER OF THE PROPERTY**  
Successful renting experiences must also have a homely feeling and setting, however, the rental properties do not belong to the tenants and tenants do have the responsibility to respect and treat the rental properties very well. When tenants do respect and treat the rental properties very well, this will lead to very enjoyable, happy and successful renting experiences, not only for the tenants in the tenants rental homes, but also for the tenants with the neighbours and the neighbourhood.
- **COMMUNICATION BETWEEN LANDLORDS AND/OR RENTAL AGENTS AND TENANTS ARE ABSOLUTELY ESSENTIAL AND ALWAYS MULTI-WAYS**  
TENANTS CANNOT WITHHOLD THE RENTAL PAYMENTS BECAUSE THEY ARE UNHAPPY ABOUT SOMETHING TO DO WITH THEIR LANDLORDS, OR THEIR RENTAL PROPERTIES, OR THEIR LEASE AGREEMENTS.

It is vitally important for all parties involved in lease agreements to continually have open and honest communications about anything to do with the rental properties. Communications like this, will culminate in very good relations between landlords and/or rental agents and tenants and this will lead to really happy and successful renting experiences.

- **TENANTS DO MAKE GOOD NEIGHBOURS IN THE NEIGHBOURHOODS WHERE THEY ARE RENTING PROPERTIES**  
Tenants need to also consider their neighbours and the neighbourhoods where they are renting properties and also treat them with due respect and kindness, this good gesture from tenants will always go a long way for tenants to be really great neighbours to other people in the neighbourhood where the tenants are renting properties and this will mean happy and successful renting experiences for the tenants, the neighbours and the neighbourhood!

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