



trafalgar

One-stop property solutions

Home Letting

Welcome to your new home



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1. INTRODUCTION

This guide has been designed with the intention of making your experience of renting a home a happy and convenient one. It is intended to answer any questions that you may have concerning the rental process now, or in the future.

This guide will ensure that you have a clear understanding of both your rights and responsibilities as a tenant and those of the landlord, including who to contact should you require any assistance or further information.

A LITTLE BIT ABOUT WHO WE ARE

Trafalgar Home Letting is the leading residential letting agent in South Africa, operating across all major metropolitan areas.

For a tenant looking to rent a home, Trafalgar Home Letting has a large portfolio of rental properties to suit all budgets and tastes. From flats and apartments, to townhouses and freestanding homes, our team of professionals will make the process of finding and moving into a new home as convenient, efficient and comfortable as possible.

Please contact us if you have any queries, it will be our pleasure to assist you to find a home that matches your budget and requirements. Our branch contact details are shown at the end of this guide. You will also be able to search for properties we have available to rent using our online residential letting search engine which can be found on www.trafalgar.co.za.

We wish you a pleasant stay in your home and look forward to working with you in the years to come.

2. LOOKING FOR A HOME

Look no further! Through our large nationwide database we can help you to find a home in your selected area. You can visit our website on www.trafalgar.co.za, or contact your nearest Trafalgar branch to obtain current vacancy listings with associated details. We advertise vacancies in print, outdoor and electronic media including:

- Classifieds
- Property 24
- Trafalgar's letting search engine
- Gumtree
- Roadside Boards
- MWeb
- SMS Directories
- Private Property

Our online search engine also features photos of the properties we have available to rent.

2.1 VIEWING

Our letting consultants will be delighted to arrange a viewing of any of our vacant properties which are of interest to you. Make a list of your requirements before viewing a prospective home and record the criteria which each home meets against your list. Take the time to explore the surrounding area and see what amenities (or lack thereof) are close to your preferred choice. Ask our letting consultant to give you a full breakdown of the monthly rental, including all services, as well as the lease costs for signing the lease and deposit required.

When you occupy a property you have rented, a letting consultant or maintenance inspector will carry out an inspection with you to list any defects or damages the landlord may have to repair. This list of defects will be attached to your lease agreement. Our maintenance inspector will ensure any snags are fixed as soon as possible after the inspection.

If the home you choose is in a Sectional Title complex, it is important that you are aware of the rules of the Body Corporate which you will be expected to observe as a condition of the lease. A copy of the rules will be given to you by the letting consultant with your lease documentation.

2.2 APPLYING TO RENT

When you have chosen a home to rent, you will need to fill in an 'Application to Rent' form which you can obtain from a letting consultant or from our website. The Application to Rent requires you to fill in your name, address, ID number, employer's details and the name and contact details of two referees and a previous landlord, as examples of the information required. You will also be required to provide copies of your ID and your most recent salary advice [or your last 3 months' bank statements if you are self-employed]. The completed documentation will be used to formally assess your application and your credit worthiness for leasing the property you have selected. A credit check as well as feedback from your referees will be obtained as part of the application assessment, and by signing the application form you will be agreeing to the credit history enquiry.

2.3 DEPOSIT

A deposit is necessary to protect the landlord's investment and as security to cover any damages caused, or default, during the lease term. The deposit required is usually between 1 and 2 months basic rental. Trafalgar is registered with the Estate Agency Affairs Board and we operate a trust account in terms of the Estate Agency Affairs Act into which deposits are transferred. The trust account concerned is audited annually. When you vacate your home,

and if there are no deductions for damages or repairs in the unit, your deposit will be refunded to you including interest accrued at an interest rate equivalent to Standard Bank's savings account rate. The rental deposit transferred to vacating tenants will be confirmed in a deposit refund statement giving a breakdown of the initial deposit, interest accrued, utility costs outstanding and maintenance deductions.

3. YOUR LEASE AGREEMENT

After your application has been favourably assessed, the next step will be to sign a lease for the home you have chosen to rent. The letting consultant involved will prepare and explain the lease document to you in detail. Please take time to read the lease and understand all the provisions contained in the document.

Important issues to focus on are rules of the property concerned; i.e. allowances for pets, maintenance, the charges which you will be required to pay and the lease terms and escalation clauses. Your lease agreement is legally binding and totally compliant with the Rental Housing Act and the Consumer Protection Act. It has been drawn up to protect both the landlord and yourself. The lease ensures that financial issues such as rental increases, deposit and damage claims are dealt with in a fair, transparent and professional manner.

You will be given a copy of the signed lease agreement for your records and reference purposes.

3.1 WHAT ARE YOUR RIGHTS AS A TENANT?

- The right to occupy your home on an ongoing basis, while meeting your obligations in the lease agreement.
- To be consulted on matters that relate to you as a tenant.

3.2 WHAT DO YOU AGREE TO?

- To pay your rent on or before the 1st of every month in advance without deduction or demand.
- To use your home as a private dwelling only.
- Not to sublet your home nor any part thereof for either a definite or an indefinite period.
- To maintain the interior of your home and to keep it in a good condition at all times.
- Not to undertake alterations without prior written permission from the landlord.
- Not to overcrowd.
- To abide by the House Rules at all times.
- Not to commit a nuisance.
- To return your home in good condition; i.e. the condition in which you received it.

3.3 WHAT DOES THE LANDLORD AGREE TO?

- Your undisturbed use and enjoyment of your home.
- To carry out urgent repairs that interferes with proper use and your enjoyment of the property you have rented. Such repairs should not be merely an inconvenience, but such that make it impossible for your use and enjoyment of the property.

4. PAYMENT OF RENTAL

Payment of your rental is one of the most important issues to ensure a long term, mutually beneficial relationship with your landlord. Without your rental payments the landlord cannot meet his financial obligations associated with the property: bond, levy, rates and taxes, insurance, service and administration charges, just to mention a few examples.

4.1 HOW, AND WHEN, DO I PAY RENTAL?

For your convenience you may make your monthly rental payment in one of the following ways:

- Debit Order
- At any Standard Bank in South Africa (cash deposit fees apply)
- Electronically via Internet Banking
- Cheque paid at one of Trafalgar's offices (post dated cheques accepted)
- Telephone banking

Rental is due monthly in advance by the 1st of each month. There are no exceptions to this payment rule!

You will receive a monthly statement showing our banking details and clear payment instructions on the reverse side. Email statements are recommended. A Standard Bank deposit slip is also attached for your convenience and includes a pre-printed reference number. Please remember to check that your reference number is captured correctly when making branch or internet deposits. Please also make sure that your prior month payment is captured and reflected correctly on your monthly Trafalgar statement.

4.2 WHAT HAPPENS IF I DON'T PAY MY RENT?

Failure to pay, continuous late payment of rent, or withholding payment is a violation of the rental lease agreement. Such action gives the landlord the right to cancel the lease. Reminder and final demand letters are levied to your rent account in the event of delayed rental payment and hence it is very important to ensure that rent is paid promptly and consistently. Trafalgar is also a registered debt collector and thus is entitled to charge fees accordingly on outstanding balances. Notice of cancelling your lease and to vacate the property will be issued in the event of non-payment of rental.

NON PAYMENT= EVICTION!

4.3 RENTAL INCREASES

Your landlord must give written notice of a rental increase, which becomes effective from the date stipulated in the letter. The law does not limit the amount by which a landlord may increase the rent however, the rental increase must be reasonable. Rental increases during a lease period term should be in line with escalations defined in the lease agreement.

5. LIVING IN YOUR HOME

5.1 MOVING IN

After you have signed your lease and paid the lease fees, deposit and first month's rental, you will be entitled to move into your new home. Even though your home has been inspected by our letting consultant or maintenance inspector and yourself, please report anything further which is missing or not working within 7 days of moving in. The ingoing inspection will serve as the baseline against which the unit's condition will be compared when you vacate and when the outgoing inspection is conducted.

5.2 MAINTENANCE & REPAIRS

We have long-standing relationships with professional companies with whom we can negotiate excellent prices. If at any time you have a problem with a maintenance item of any kind, please contact our maintenance department for assistance. The relevant contact details will be shown on your monthly statement. We endeavour to project manage maintenance issues as time effectively as possible. Your lease agreement will define who is responsible for the costs of the maintenance items concerned.

5.3 MOVING OUT

When you want to move out, you must give written notice. Your lease stipulates the notice period or expiry date of the agreement. Please contact a letting consultant for assistance if you are unsure of what notice period is required in terms of your lease. Your rent must be up to date. An outgoing inspection will be carried out to see if the unit is in the same condition as when you moved in. Any damages during your occupation and identified by comparing the "in" and "out" inspections will be repaired and paid for, from your deposit, at your expense.

5.4 DEPOSIT REFUND

Following you vacating the unit and the submission of proof that any account with the local authority for which you are responsible, is settled to the date your occupancy terminates, we will commence the process of refunding your deposit. Your deposit will be refunded to you with interest, providing there is no outstanding rental, nor any damages to the unit.

YOUR DEPOSIT WILL BE REFUNDED AS FOLLOWS:

- Within 7 working days provided there are no damages and you were present at the "outgoing" inspection.
- Within 14 working days if there are damages and we need to obtain quotations, and again provided you are present at the "outgoing" inspection.
- Within 21 working days if you are not present at the "outgoing" inspection.

6. FREQUENTLY ASKED QUESTIONS & ANSWERS

Q If I have a burglary and my goods are stolen, am I covered by insurance?

A No. The property insurance does not cover your personal belongings.

Q Can the landlord or his agent enter my home whenever he pleases?

A No. Neither the landlord nor his agent may enter your home without your consent. You are, however, expected to provide reasonable access to your home for the purpose of inspection or repairs.

Q If I get permission to install a security gate, burglar guards or fitted carpets and do so, can I remove them when I vacate?

A No. Fixtures and fittings are permanent and become the property of the landlord, unless the landlord requires you to remove them and to reinstate the unit to its original condition, at your own cost.

Q Is there any law which exists to protect my rights?

A Yes. The Rental Housing Act which protects both yourself and the landlord from exploiting each other and against other forms of unfair practice.

Q What would happen to me if the unit is sold?

A If your home is sold, the new owner is bound to honour any rental agreement existing at the time of the sale.

Q Can I withhold rent if the landlord fails to carry out maintenance?

A No. The landlord is only obliged to carry out such repairs and maintenance that are not merely an inconvenience but that make it impossible for the use and enjoyment of your home.

Q What factors may cause the landlord to end my lease?

A • Termination of a fixed period lease • Late payment of rent • Disorderly conduct • Damage to the property • Any breach of the lease agreement.

Q Does the landlord have to give a reason for terminating my lease?

A No. The lease agreement allows a landlord to issue a notice to vacate without giving a reason, provided the correct notice is applied. In short, the landlord is saying “this is my property and I want it back please”. Though this sounds harsh, and may be in certain instances, it is entirely legal.

Q If I go on holiday, may I allow my family or friends to occupy my home?

A No. You may not assign your agreement nor sub-let without the consent of the landlord.

7. YOUR SECURITY

DID YOU KNOW?

- Most burglaries take place during the day.
- Statistics show that the majority of homes are burgled between 06h00 and 12h00.
- Crime statistics show that most illegal entries are made through windows.
- Garden tools are frequently used to force open doors and windows.
- Most burglars do not bring tools to the scene of the crime. The householder provides them with all that they need - keys under the mat, open doors and windows, ladders and garden tools from the shed.
- Most burglars live close to the scene of their crimes.
- Burglars are opportunists looking for a sign of an easy target.
- The average age of a burglar is 15 years.
- Any space through which a person's head will fit could give them access.
- Don't make it easy for burglars. Victims of crime not only lose property, they lose privacy, security and sometimes their lives!

THERE ARE SEVERAL SIMPLE STEPS YOU CAN TAKE TO FRUSTRATE THE ATTEMPTS OF WOULD-BE INTRUDERS WITHOUT SPENDING A FORTUNE.

- Don't display your name on the post box. Burglars can look up the telephone number and check if anyone is at home.
- Hedges, shrubs and plants should be kept to window sill height to prevent burglars working under cover.
- Good lighting can deter a thief. Outside light in especially bad areas should be kept on all night. Burglars dislike exposure to light.
- It is advisable to fit a peep hole to all main entrance doors.
- If your front and back doors are not secure, neither is your home.
- Emphasise the need for security with your domestic worker. Ensure that your domestic is trained properly regarding your security measures. Change locks and alarm codes when your domestic worker leaves your employ. Never employ domestic workers off the street without references or obtaining identity numbers.
- Get a burglar alarm. Statistics show that you are less likely to be burgled if you have a reliable alarm.
- Always lock up when you go out- however brief. It only takes a few minutes for a burglar to break in.



8. GENERAL

- Make sure the number on your home is well positioned. This will help the police or emergency personnel (armed response or an ambulance) during an emergency.
- If you have a handyman working on your premises, make sure he is aware of your presence, don't leave him alone for long periods of time.
- Before going to bed, pre-set the police station number on your telephone, all you have to do then is push re-dial.
- Never put your name and address on the key tag in case it falls into the wrong hands. Don't carry keys in handbags or briefcases which may contain correspondence bearing your address.
- Keep keys for escape doors close to the exit point.
- Make sure keys are not left in doors or window locks.
- Mark your property. Marked property can deter burglars because it's hard for a thief to sell and can help police to return it if found.
- Don't leave notes on doors saying that you will be away for a certain period.

We wish you a pleasant stay in your home and look forward to working with you in the years to come.





- Property Managers • Residential Letting
- Property Financial Services • Commercial Brokers

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