



BREEDDE VALLEY
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BREEDDE VALLEY RENTAL STOCK BY-LAW



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RENTAL STOCK BY-LAW

Under the provisions of Section 156 of the Constitution of the Republic of South Africa, read with Section 13 of the Local Government: Municipal Systems (Act No. 32 of 2000) as amended, the Breede Valley Municipality, enacts as follows: -



1. Interpretation

In this by-law, unless the context otherwise indicates -

- 1.1 “**animal**” means any equine, bovine, sheep, goat, poultry, camel, dog, cat, or other domestic animal or bird, or any wild animal or reptile which is in captivity or under the control of a person.
- 1.2 “**authorised official**” means an employee of the municipality authorized by the Municipal Manager or by Council in terms of the approved delegation of powers to perform functions and duties in terms of the provisions of this by-law.
- 1.3 “**Complex**” means a rental housing estate or block or blocks of flat units which collectively form the cluster of buildings commonly known as flats and includes the land on which the complex buildings are situated and the common areas, parking lots and all other fixed assets relating to the complex.
- 1.4 “**contractual agreement**” means a contractual agreement entered between a tenant and the Municipality in terms of which the tenant occupies a rental flat unit in a complex.
- 1.5 “**Manager: Human Settlements**” means the person assigned or appointed by the Municipality to manage and control a municipal rental stock / complex on the Municipality's behalf or any person acting in the Manager: Human Settlements 's stead or on his or her behalf.
- 1.6 “**Municipality**” means the Breede Valley Municipality established in terms of section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), published in Provincial Notice 492 dated the 4th of September 2000 and includes any political structure, political office-bearer, councilor, or any employee thereof acting in connection with this by-law by virtue of a power vested in the municipality and delegated or sub-delegated to such political structure, political office-bearer, councilor, or employees;



1.7 **"nuisance"** means -

- (a) any room or structure of such construction or in such a state or so dirty or verminous as to be offensive, dangerous or injurious to health or liable to cause the spread of any infectious disease.
- (b) any stream, pool, ditch, gutter, sink, cistern, water closet, pit latrine, privy, urinal, drain, ash heap or rubbish heap so foul or in such a state or so situated or constructed as to be offensive, dangerous or injurious to health or liable to cause the spread of any infectious disease.
- (c) any well or other source of water supply or any cistern or other water receptacle, whether private or communal, the water from which is -
 - (i) used or could be used by human beings for drinking or domestic purposes or in connection with the manufacture or preparation of any item of food intended for human consumption; and
 - (ii) polluted or otherwise liable to be offensive, dangerous or injurious to health.
- (d) any stable, kraal, cowshed or other encampment or structure used for the keeping of animals.
- (e) any accumulation or deposit of rubbish, refuse, offal, manure, vehicle wrecks or any other matter which is offensive, dangerous or injurious to health.
- (f) any dwelling or room which is so overcrowded as to be offensive, dangerous or injurious to the health of any tenant or which does not comply with the requirements of -
 - (i) any by-laws or regulations in force in the Municipality regarding air space, floor space, lighting, ventilation or building control; or
 - (ii) the applicable town-planning scheme.



(g) any area of land kept or permitted to remain in such a state as to be offensive or liable to cause any infectious, communicable or preventable disease or any injury or danger to health; and

(h) any other condition whatsoever that is commonly known as a nuisance, irrespective of whether the condition is offensive, injurious or dangerous to the health and safety of any tenant or other person in a complex.

1.8 **"tenant"** means a person who occupies a rental flat or a unit in a complex in terms of a contractual agreement with the Municipality.

2. Purpose

The purpose of this by-law is to provide for management and control of all properties owned and administered by the municipality as rental stock.

3. Application

This by-law applies to all properties owned and managed by the municipality as rental stock.

4. Appointment of Manager: Human Settlement

The Municipality appoints the Manager: Human Settlements responsible for housing matters or his nominee as Manager: Human Settlements to manage and control all rental stock units and complexes in accordance with this by-law and any contractual agreement between a tenant and the Municipality.

5. Responsibilities of Manager: Human Settlement

The Manager: Human Settlements must, in respect of any rental stock units and complex managed and controlled by him or her on behalf of the Municipality -



- 5.1 submit, when required by the Municipality to do so, reports in writing on the conditions in and the management of the rental stock.
- 5.2 ensure that copies of this by-law are posted and maintained in a prominent place in the rental stock units and complex, for the information of the tenants and all other persons visiting the complex.
- 5.3 ensure that a copy of this by-law is issued to new tenants, and the content is thoroughly explained.
- 5.4 ensure that all the passages, stairways, communal facilities and pathways are kept in a clean, hygienic and safe condition.
- 5.5 manage and control the rental stock units and complex in accordance with these by laws and any applicable contractual agreement
- 5.6 keep a register of all the tenants in the rental stock, in which register must be entered the following details in respect of the tenancy of each flat unit in the complex in terms of the applicable contractual agreement:
 - 5.6.1 the number of flat units.
 - 5.6.2 the name and identity number of the tenant and all persons living in said rental unit, including the relationship to the person who is in possession of a rental agreement.
 - 5.6.3 the reference number of the file of the Manager: Human Settlements that contains a copy of the tenant's contractual agreement.
 - 5.6.4 the number of the tenant's rental account.
 - 5.6.5 the number of the tenant's municipal services account.



- 5.6.6 the previous address of the tenant; and
- 5.6.7 the names, addresses and telephone numbers, if any, of at least two family members of the tenant who do not live at the same address as the tenant.
- 5.6.8 whether the person had applied and qualified for a housing subsidy in terms of any housing scheme undertaken by Breede Valley Municipality or government.
- 5.6.9 notification (if any) of any deceased tenant, with a valid rental agreement and new particulars regarding the allocation of any rental unit.

6. Application for tenancy

- 6.1 Any person who is desirous of obtaining tenancy of a rental stock unit and complex owned or administered by the Municipality must apply for such tenancy on the application form prescribed by the Municipality and must submit the application form to any office of the Municipality's human settlements department.
- 6.2 The Municipality's human Settlements department must enter the details of the application in Western Cape Housing Demand Databased (WCHDD) commonly known as the housing waiting list, which must chronologically rank all applications in the order of the date of their receipt.
- 6.3 When a rental stock unit becomes vacant or available for allocation, the Municipality's human settlements department must allocate the unit to the person in terms of its allocation policy, provided that such person
 - 6.3.1 qualifies for accommodation in the unit in terms of the Municipality's housing policy.
 - 6.3.2 understands, accepts and undertakes to abide by the terms and conditions for accommodation in the rental stock unit or complex as laid down in the contractual agreement and these by-laws; and
 - 6.3.3 enters into contractual agreement with the Municipality.



6.4 When a rental stock unit is allocated to a tenant in terms of subsection (2), he or she must -

6.4.1 satisfy himself or herself that the unit is in good order and condition, and

6.4.2 immediately report any defect to the Manager: Human Settlement must keep a record of all defects.

7. Right of entry

7.1 The Manager: Human Settlements or any other authorized officer has, at all reasonable times and with due regard to the rights and privacy of any tenant, the right to enter, without interference or obstruction by the tenant or any other person, any flat unit in a complex for the purpose of inspecting the flat unit or performing any other work that may be deemed necessary.

7.2 Subject to the provisions of these by-laws, no person may enter, be present in, sleep over in or accept accommodation in any rental stock, or in any part of the complex, without the implied or express permission of a specific tenant of the complex, who must in respect of all matters relating to the conduct, actions and behavior of such person be responsible and accountable to the Manager: Human Settlements.

8. Furnishing of names and addresses

8.1 If a person is present in a rental stock unit or complex and he or she is not a tenant or a member of a tenant's household, such person must, when so requested by the Manager: Human Settlements or an authorized officer, furnish the Manager: Human Settlements or authorized officer with –

8.1.1 his or her full name, identity number and address; and

8.1.2 a reasonable explanation for his or her presence in the rental stock unit or complex.



8.2 If a person contemplated in subsection (8.1.1) does not, in the opinion of the Manager: Human Settlements or authorized officer, provide any of the required personal particulars or a reasonable explanation for his or her presence in the complex, such person must be requested to leave the complex immediately, failing which an eviction order will be applied for to remove the person from the complex.

9. Terms and conditions of rental stock unit/complex tenancy

9.1 Any tenant, including any member of his or her household, and any other persons present in a complex must comply with the following terms and conditions in addition to the terms and conditions contained in a contractual agreement:

9.1.1 No tenant may relinquish or transfer his or her right to occupy a rental stock unit to any other person, unless the consent of the Municipality has been obtained, which consent must always be embodied in a duly concluded contractual agreement between the Municipality and the said another person.

9.1.2 No person may occupy any rental stock unit, or any other part of the unit or complex, other than that which is allocated to him or her in terms of his or her contractual agreement.

9.1.3 No person may occupy a rental stock unit without having personally entered into a written contractual agreement with the Municipality in respect of such unit unless such person -

(i) is a member of the legal tenant's household; or

(ii) is visiting the legal tenant as a guest of the tenant's household.

9.1.4 No person may use a rental stock unit, or any other part of the unit/complex, or any equipment or resources of the complex (such as water, electricity, the land or a parking lot) to conduct any business or other commercial activity in, from or near the complex, except with prior written approval of delegated officials of Breede Valley Municipality.



No person may by any willful or negligent act damage any rental stock unit and a complex, or any other part of the complex. Any person who causes such damage must be held personally liable for compensating the Municipality for the damage, provided that if the damage is caused by a member of a tenant's household or by a person visiting a tenant's flat unit with the tenant's permission, the damage is imputed to the tenant, in which case such tenant and such member or person must be held jointly and severally liable for compensating the Municipality for the damage. Said provision should not be interpreted as an exclusion for the filing of criminal cases, related to any criminal conduct committed at municipal premises, which causes damage to property as well.

- 9.1.6 A tenant must always keep his or her rental stock unit in a good, clean and habitable condition and the passage in front of his or her unit in a clean, tidy and safe condition.
- 9.1.7 Clothes, linen, eating utensils and other personal or household Effects may not be washed, cleaned or repaired in any passageway in front of a unit and complex and may only be washed, cleaned or repaired in the place specifically set aside for such purpose.
- 9.1.8 The Municipality must provide receptacles in which rubbish, litter and other waste materials are to be deposited, and all tenants must always make use of such receptacles for the disposal of rubbish, litter and other waste materials and strictly comply with the “Solid Waste Disposal by-law of Breede Valley Municipality” in all other respects.
- 9.1.9 Tenants may keep animals and pets provided that the provision of the by-law relating to keeping of animals and pets is adhered to and all relevant legislation related to animal welfare.
- 9.1.10 No person may place, keep or store or allow to be placed, keep or store any trash, garbage, goods, item, furniture or other personal effects of whatever nature in any passage or other common area of a complex. Any such trash, garbage, goods, item, furniture or other personal effects that have been placed, kept or stored in any passage or other common area of a unit and complex must be deemed to have been abandoned by their owner and must be dealt with in accordance with section 8.



- 9.1.11 No person may hang any linen or clothing or allow any linen or clothing to be hung on the outside or from the window of a unit or on the balcony of the flat unit or in any other part of the complex, provided that linen and clothing may be hung in the place specifically set aside for that purpose.
- 9.1.12 No person may alter, tamper with or damage any electrical or other installation inside or outside a flat unit in a complex or drive or allow a nail or screw to be driven into any wall, ceiling or accessory of the unit or any other part of the complex. Any person who so alters, tampers with or damages such electrical or other installation or so drives such nail or screw must be deemed to have caused willful damage as contemplated in paragraph (e) and such person must be dealt with accordingly.
- 9.1.13 No person may keep or store any inflammable, hazardous or dangerous substance or material which might jeopardize the health or safety of any other person in a flat unit in a complex, or anywhere else in the complex.

91.14

(i) No person may -

- (aa) harass, intimidate or threaten any tenant or other person in a rental stock unit or complex.
- (bb) threaten or commit any act of physical violence against any tenant or other person in a rental stock unit or complex.
- (cc) swear at or use foul, abusive or threatening language or behavior towards any tenant or other person in a rental stock unit or complex; or
- (dd) in any unit, or anywhere else in the complex, performs, commit or allow any act which, in the opinion of the Manager: Human Settlements, causes or may cause a nuisance to the Municipality, to any tenant or other person, or to any other person in the neighborhood.



- (ee) commit any other criminal action in or around the rental stock, belonging to Breede Valley Municipality.
 - (ff) allow any occupants of said rental stock to use the premises for any illegal purposes, which includes acts referred to in this by-law.
- (ii) In the event of an incident in which any provision of paragraph (14)(i) has been contravened, the incident must be reported immediately to the Manager: Human Settlements, who must take the necessary steps to ensure that the contravention is addressed in an appropriate manner, which steps may include the cancellation of a tenant's contractual agreement and the eviction of such a tenant from his or her unit and from the complex as a whole.
- 9.1.15 The Municipality is not in any circumstances liable for any loss of or damage to property or for personal injury which a tenant or any other person may suffer in any unit or in the complex itself, irrespective of how the loss, damage or personal injury is caused, whether as a result of -
- (i) poor lighting at a staircase, landing, floor or passage; or
 - (ii) the slipperiness of a staircase, landing, floor or passage owing to slippery tiles, polish or any other cause whatsoever and notwithstanding the fact that the loss, damage or personal injury may have been caused by an act or omission on the part of the Municipality, its agents or employees, or by the fact that the unit or the complex or any part thereof has fallen into a state of disrepair or has become defective.
- 9.1.16 No hawker stalls may be run or kept, and no meeting or fundraising event or other event may be held in a building of a complex, or in or at any common area or parking lot of a complex, without the express written permission of the Manager: Human Settlements.



Any common area or parking lot of a complex must be under the control of the Manager: Human Settlements and such parking lot may not, without the express written permission of the Manager: Human Settlements, be used for any purpose other than parking.

9.1.17 No person may remove, tamper with or damage any fire hose, fire extinguisher or other fire extinguishing equipment of a complex or use such hose, extinguisher or equipment for any other purpose than that for which it is intended.

9.1.18 No person may throw any object, substance or litter from a window, door or balcony of a flat unit in a complex or from any other part of the complex, and any act of dumping or littering on the premises of a complex must be treated as a contravention of the “Solid Waste Disposal by-law of Breede Valley Municipality.”

9.1.19 No person may, in a unit or complex, sell or solicit the sale of any drug, cannabis or other habit-forming substance or any intoxicating liquor or any liquor as defined in the Liquor Act, 1989 (Act 27 of 1989).

9.1.20 No person may disturb the public peace and tranquility in a rental stock unit or complex by speaking, shouting or wailing through a microphone, loudspeaker or other device through which noise is created or by playing music loudly.

9.1.21 No person may cause or create in a rental stock unit or complex any condition whatsoever which is offensive, injurious or dangerous to the health and safety of any tenant or any other person in the complex.

10. Contravention of terms and conditions

10.1 Should any tenant -



- (i) after due written warning by the Manager: Human Settlements, persist in contravening or ignoring the terms and conditions of tenancy as set out in these by-laws or the contractual agreement; or
- (ii) be convicted of any offence in terms of this by-law, the Manager: Human Settlements may serve notice in writing on such tenant, giving him or her due notice of the cancellation of his or her contractual agreement, which cancellation occurs after the expiry of the notice period specified in such notice.

10.2 A notice contemplated in subsection (1) must request the tenant to vacate his or her flat unit on a specified date, irrespective of whether the tenant has paid his or her monthly rental in advance and irrespective of whether the advance rental has been refunded to the tenant on that date.

10.3 For the purposes of these by-laws, the advance rental referred to in subsection (2) must be regarded as an entirely separate matter.

11. Abandonment of Right to Tenancy

11.1 Should a tenant for a period of 90 (ninety) consecutive days absent himself or herself from his or her rental stock unit or fail to personally occupy the flat unit without informing the Manager: Human Settlements in writing of -

- (i) his or her intention so to absent himself or herself; and
- (ii) the proposed date of his or her return to resume permanent occupation of the unit.
- (iii) then the Manager: Human Settlements: Human Settlements shall be entitled to assume that the tenant has abandoned his or her right to tenancy of the unit.
- (iv) the Manager: Human Settlements: Human Settlements shall be entitled to serve a notice of the intention to cancel said contractual agreement.



- (v) if no response is received within a reasonable period of said notice, then the notice of termination will be sent.
- (vi) the Manager: Human Settlements: Human Settlements will also be entitled to notify the relevant officials to reallocate said housing unit.

11.2 Any property or personal effects of a tenant or other occupant of a unit that are found in the flat unit formerly occupied by such tenant or occupant must be removed by the Manager: Human Settlements and kept by the Manager: Human Settlements in a safe place. If such property or personal effects remain unclaimed within a period of three months after the date of the reallocation of the unit under the provisions of subsection (1), the property or personal effects must be sold to the best advantage by the Manager: Human Settlements or a person designated by the Director, who must, after deducting the amount of any charges due or any expenses incurred, deposit the net proceeds of the sale into the Municipality's revenue account, provided that -

- (i) nothing in this subsection contained may deprive the rightful owner of such property or personal effects or any heir of a deceased tenant of his or her right to the balance of the proceeds of the sale; and
- (ii) any such property or personal effects that are, in the opinion of the Manager: Human Settlements, valueless may be destroyed or otherwise disposed of by the Manager: Human Settlements or the person designated by the Manager: Human Settlements.

11.3 The Manager: Human Settlements must maintain a register in which is recorded and appears -

- (i) particulars of all ostensibly abandoned property or personal effects belonging to former tenants or occupants and kept in terms of these by-laws.
- (ii) the date of the removal of the property or personal effects in terms of subsection (2) and the name and flat unit number of the owner thereof.



- (iii) the signature or left thumb print of the person who claimed ownership of the property or personal effects and to whom delivery thereof has been made; or
- (iv) full details of the amount realized on the sale of the property or personal effects in terms of subsection (2) and the date of the sale; and

11.4 If the property or personal effects have in terms of subsection (2) been destroyed or otherwise disposed of a certificate by the Manager: Human Settlements to the effect that the property or personal effects were valueless.

12. **Motor vehicles, wrecks and movable structures**

12.1 A motor vehicle may be parked solely at or in a place designated for parking or set aside by the Manager: Human Settlements for parking. If a motor vehicle is parked at or in –

- (i) a place not designated for parking or set aside by the Manager: Human Settlements for parking, the Manager: Human Settlements may require the owner or driver of the motor vehicle to remove the motor vehicle; and
- (ii) a place where stopping is prohibited by appropriate signage, the Manager: Human Settlements may, after duly notifying the owner or driver of the motor vehicle, remove the motor vehicle or have it removed to a place directed by the Manager: Human Settlements, and the expense of such removal may be recovered from the owner or driver of the motor vehicle.

12.2 (i) Notwithstanding anything to the contrary in these by-laws contained, a tenant who is the owner of a vehicle wreck or other movable structure or thing which, in the opinion of the Manager: Human Settlements, is unsightly or the keeping of which has not been authorized by the Manager: Human Settlements, may be ordered by the Manager: Human Settlements in writing to remove the vehicle wreck or movable structure or thing within ten days after the date of such order being issued.



(i) A person convicted of an offence contemplated in this by-law must, within a period specified by the Manager: Human Settlements, remove the vehicle wreck or other movable structure or thing in respect of which he or she has been convicted, and, failing such removal, the Municipality may effect the removal itself and recover the costs of the removal from such person.

12.3 If the owner of a vehicle wreck or other movable structure or thing cannot be traced, the Manager: Human Settlements has the right to remove the vehicle wreck or other movable structure or thing to a suitable place and, if the vehicle wreck or other movable structure or thing is not claimed within three months of the removal, it must be sold, and the proceeds of the sale must be dealt with in the manner envisaged in section 9.

13 Offences and penalties

13.1 Any person who contravenes or fails to comply with any provision of this by-law shall be guilty of an offence and liable upon conviction to –

- (i) a fine or imprisonment, or either such fine or imprisonment or both such fine and such imprisonment.
- (ii) in the case of a continuing offence, to an additional fine or an additional period of imprisonment or to such additional imprisonment without the option of a fine or to both such additional fine and imprisonment for each day on which such offence is continued.
- (iii) a further amount equal to any costs and expenses found by court to have been incurred by the municipality as result of such contravention or failure.

14. Revocation

14.1 The provisions of any by-laws previously promulgated by the municipality or by any of the disestablished municipalities now incorporated in to Breede Valley municipality , are hereby repealed as far as they relate



to matters provided for in this by-law, and in so far as it has been made applicable by the authorization for the execution of powers and functions in terms of section 84(3) of the Local Government: Municipal Structures Act (No 117 of 1998).

14.2 Should there be any conflict between this by-law and any other by-law of the municipality, this by-law shall prevail.

15. Short title and commencement

This by-law is known as The Rental Stock By-law and commences on the date of publication thereof in the Provincial Gazette.

