

Dear Client / Geagte Kliënt

## Newsletter

### CPA – NOT ALL BAD IF YOU PLAN PROPERLY. VERBRUKERSWET – HOE KAN VERHUURDER SY REGTE VERSKANS.

‘n Bekommerde pa, wie borg gestaan het vir ‘n residensiële huurkontrak, wat deur sy seun aangegaan was, word gedagvaar vir uitstaande huurgeld van bietjie meer as drie maande. Die seun het die woonstel reeds drie maande tevore ontruim sonder om kennis aan die verhuurder te gee dat hy die ooreenkoms wil kanselleer.

The father’s purported defense is that he or his son can only be held liable for a maximum of 20 business days since the Consumer Protection Act allows a protected tenant the right to terminate his lease agreement with 20 business days’ notice for whatever, as well as, no reason at all.

Wat die vader egter uit die oog verloor is dat die Wet op Verbruikersbeskerming dit duidelik stel dat die reg op vroeë kansellering van ‘n huurkontrak onderhewig is aan boetes of skadevergoeding. Meeste huurkontrakte, soos in die onderhawige geval, maak uitdruklik voorsiening vir ‘n boete waarvoor die huurder aanspreeklik gehou kan word, vir huurgeld van twee tot vier maande, afhangende van die tydperk wat dit neem om ‘n plaasvervanger huurder te vind.

A landlord will always retain the right to claim the costs involved in finding a replacement tenant, as well as the costs to return the property back to the original state it was when the tenant first moved in. Landlords need to know that unless the lease with the tenant has been cancelled, an inspection carried out and the absconding tenant notified of the penalties and charges, they cannot allow a new occupant to move in. It is also important to note that any viewings done at the property without the absconding tenant being present, need to be done having given the absconding tenant a notice of the intended viewing. This is because the absconding tenant retains his rights of occupation in terms of the lease until the lease is formally cancelled by notice.

Dit is daarom belangrik dat elke verhuurder seker maak dat sy huurder ook ‘n geldige en werkende epos adres verskaf en daar in die huurkontrak bevestig word dat enige kennisgewing gerig mag word aan die epos adres, soos voorsien word in die “Electronic Communications and Transactions Act, No. 25 of 2002”.

The right to give notice to an email address would therefore make the life of a landlord just so much easier.

Die beste manier egter, om te verseker dat die verhuurder se verlies beperk word vir gevalle waar die huurder verdwyn, benewens die advies hierbo, bly om oor ‘n aansienlike deposito te beskik of in die alternatief om hom deur ‘n versekerings-produk te vrywaar van verliese.

Groete / Greetings

**Hennie & Eberhard**



### Security Estates: Are Your Rules Enforceable?

Buying into any form of community scheme means binding yourself to comply with all the scheme’s rules and regulations. Read and understand these rules before you buy - our courts will usually hold you to them.

But not all rules are legally enforceable, and there’s a strong warning for security estates in a recent High Court case where estate speed limits and restrictions on the movement of domestic employees were challenged and found wanting.

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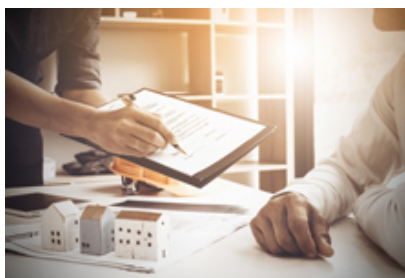
## Jou eis kan verjaar. Maak seker dat jy vertrouwd is met die verskillende gevalle van verjaring.

As jy te lank neem om 'n eis in te stel, kan jy die reg om 'n eis in te stel in geheel verloor. Dit is die gevolge van verjaring. Dit is soos om geld in die water te gooi. Dit kan ook in geheel vermy word.

Wat as jy glad nie geweet het dat jy in die eerste plek 'n eis gehad het nie? Die Grondwetlike Hof het onlangs hieroor uitspraak gelewer. Die hof sê ons moet eers vasstel of die misgissing toe te skryf is aan onkunde oor die feite of onkunde oor die regsposisie. Die bron van jou onkunde gaan bepalend wees. Dit kan jou baie geld kos ...



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## Trustees: Your Risk of Personal Liability in Property Sales

Let's look at a recent High Court case in which a property seller sued a trustee personally for R2m. The trustee, it turned out, had no authority to sign the sale agreement alone, causing the sale to collapse.

What steps should trustees take to protect themselves from personal liability, and what steps should sellers and buyers take to protect their positions when contracting with trusts?

Read on for the answers...

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## Werknemers neem kennis. Botsende belange kan tot afdanking lei.

Afdanking is altyd 'n drastiese remedie. Ons howe is dikwels nie hiervoor te vinde nie. As 'n werknemer die algemene verpligting om lojaal, eerlik, en in die beste belang van sy werkgever op te tree, verbreek, is afdanking 'n besliste moontlikheid.

Ons kyk na die geval van 'n munisipale werknemer met 29 jaar diens. Ongelukkig was dit 'n geval van botsende belange toe die munisipaliteit met sy vrou en met sy broer se besighede begin sake doen het. Hierdie geval is 'n tydige waarskuwing aan werknemers om Benjamin Franklin se raad te volg dat "eerlikheid die beste beleid is".



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