

Can I change my tenant's locks?

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"I've been leasing a small townhouse to a young tenant. Unfortunately, the tenant is terrible at paying his rent and offers excuse after excuse. I'm fed up with the situation and just want him out. Can I change the locks when he is at work?"

Leasing property can hold financial benefit. But of course there is always the issue of a bad tenant that can upset the applecart. Just as a landlord has certain obligations towards a tenant, so a tenant has a duty to pay his rent on time. This is governed by the terms and provisions of the lease agreement.

As tempting as it may sound to resort to self help, taking the law into your own hands is not the answer and will only end up in making the situation worse. Taking the law into your own hands, regardless of the tenant being in arrears, is unlawful. If you change the locks without the tenant's consent, it would be an unlawful deprivation of the tenant's possession which is prohibited in terms of the Prevention of Illegal Eviction and Unlawful Occupation of Land Act ("PIE Act") and your tenant can obtain an urgent court order against you with costs, even if the tenant is in arrears with his or her monthly rental, requiring you to reinstate the tenant in his use and enjoyment of the rental property. Your tenant could also possibly refer a complaint to the Rental Housing Tribunal.

But what should a landlord do then? When a tenant fails to pay rent, he or she is in breach of the lease agreement. The landlord must notify the tenant of the breach and request the tenant to rectify the breach. If the tenant, despite the landlord's demand, fails to rectify the breach, the landlord can cancel the lease agreement and start eviction proceedings in terms of the PIE Act if the tenant refuses to leave the property.

What the above shows is that there are legal steps that can (and should) be taken where you have a bad apple tenant. What you should not do is take the law into your own hands. Contact a litigation specialist to assist you in dealing with your bad tenant, as the PIE Act has certain prescriptive provisions that have to be strictly adhered to.

Reference. Tonkin Clasey attorneys