

Managing property properly

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NEW

THE PROBLEM WITH SNAG LISTS

Written by Lea Jacobs and published on www.privateproperty.co.za

One of the most common problems experienced by landlords and tenants generally doesn't take place while the property is being leased. More often than not, the biggest disputes often occur once the tenant has vacated the property. Who damaged what and who is responsible for that damage is a contentious issue, particularly when a deposit is being held to cover the cost of repairs.

Any tenant renting a property in South Africa, whether through an agent or privately, needs to understand that the snag list that they complete before they move into the premises could safeguard them from future claims.

Tenants can never be too careful and it is imperative to record every defect in the property regardless of how insignificant it may seem at the time. Ideally a tour of the property should be undertaken and any faults noted before the tenant moves in as it is often more difficult to spot smaller defects once the furniture is in place. If, however, it is not possible to inspect the property before occupation takes place, the snag list must be completed as soon as possible. Photographic evidence of any faults is recommended along with a detailed report highlighting any defects. The list must be signed by both the landlord and tenant and attached to the lease agreement.

As important as it is to complete a comprehensive snag list when moving into a rental property it is equally important to keep the landlord abreast of any problems that arise during the duration of the lease.

While there are numerous tenants out there who seemingly appear to get something out of destroying something that they do not own, there are also a number of landlords who take liberties with tenants. Tenants who deliberately cause damage are going to have to pay for it, however, perhaps one of the most important things for landlords to remember is that there is a large difference between malicious damage and fair wear and tear. Tenants who use the lounge as a braai area for example undoubtedly destroy a property and should be forced to pay for the damage. On the other hand, a tenant who resides in a property for a number of years should be afforded a little leeway with regard to general wear and tear.

Owners need to think like tenants. If they themselves lived on the property, certain aspects would undoubtedly require attention from time to time. The property would be repainted on a fairly regular basis, plumbing would be checked and maintained and electrical faults attended too. The strange thing about landlords is that while they accept that things go wrong through no fault of their own in the property in which they reside, they seem reluctant to acknowledge that tenants are faced with similar problems.

Although it is reasonable for landlords to derive financial gain from leasing out property, renting out a home should not be viewed as a 'get out of jail free' card. Regardless of who lives on the property that property has to be maintained to a liveable standard and that is going to involve a financial commitment by the landlord whether or not he leases out the premises.

Communication, as always, appears to be the key. Generally speaking if a tenant keeps the owner informed of any faults big or small as they occur, landlords will respond positively and attend to the issues. However, tenants who let things lie and who expect the landlord to be understanding once the lease is over, may find that the landlord becomes more than a little agitated.

Tenants also need to think like landlords. Very often it is the little things that count in their favour. Keeping the garden neat and tidy, maintaining the swimming pool and attending to the overall upkeep of the property as well as keeping the landlord abreast of ongoing developments can ensure that the relationship between the two parties remains healthy.

INTELA FINANCE

We are pleased to announce Intela Finance. Intela means "tax" or "levy" in isiZulu, and it was with the spirit of African togetherness and neighbourliness, that Intela Finance was originated. When owners fall into arrears with their levy, it has cost implications for the body corporate. To recover the unpaid levies can result in a long and drawn-out process that will result in an unsatisfactory result for both sides. The usual procedure is to take legal action against the defaulter after two months; then there are extra costs, such as the fee to the sheriff, to lawyers for the summons, legal costs in court, and so on. Both sides will have to find the money – sometimes financed – to pay for these legal fees, and there may be a wait of up to six months, on average, to recoup the costs!

For more information contact 011-481-3400 or email cliveg@intela.co.za or bradleyh@intela.co.za.



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Quote Of The Month

"It takes as much energy to wish as it does to plan"
- Eleanor Roosevelt

COMPLAINTS AND COMPLIMENTS

Visit www.compeg.com to log these directly through our website for our attention and feedback.

COMPEG

SECTIONAL TITLE & PROPERTY MANAGEMENT

2nd floor, 9 St Davids Place, Parktown, 2193
T: 011 481 3400 | F: 011 484 8460 | E: info@compeg.com

www.compeg.com