

Is it possible to terminate a lease agreement without recourse?

THERE are a number of possible reasons that could arise that lead to a tenant wanting to terminate their lease agreement before it has run its course, however, it is possible for them to get out of a lease agreement without being in breach of the contract?

'According to Adrian Goslett, Regional Director and CEO of RE/MAX of Southern Africa, the answer to the question will depend on the cancellation clause within the lease agreement'

'Unless there are grounds for

cancellation of the agreement, which are stipulated in the cancellation clause, it can be rather difficult to get out of a lease agreement without any recourse.

'Even if the lease agreement doesn't contain a cancellation clause, the tenant can still be considered to be in breach of the agreement if they decide to terminate the contract prematurely,' advises Goslett'

'If the tenant has breached the contract, the landlord is within

their rights to demand that the tenant pays the rental amount due to them for the remainder of the agreed upon tenancy period.'

'The Consumer Protection Act (CPA) allows tenants to provide the landlord with 20 days' notice if they choose to cancel their lease before it expires, however, this does not completely absolve the tenant of any responsibility'

While a tenant has the right to move, if the landlord has met the requirements of the lease, they are

within their rights to recoup reasonable costs that they may incur during the search for a replacement tenant. In certain cases, the tenant might be required to pay for the loss of rental income, advertising the property and letting agents commission. While the CPA does not stipulate what would be considered a reasonable figure, the landlord cannot make up exorbitant figures and charge the tenant what they feel like. It is also illegal for the landlord to withhold paying the tenant their deposit unless there are substantial damages to the property which were caused by the tenant. For more information visit www.remax.co.za

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