

AULA



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News Letter

AULA RENTALS
Sectional Title Management
and
Property Rental Specialists

October 2018

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Property Rentals

- Rental Specialists since 1991!
- Free advertising
- Urgent maintenance and repairs
- Routine inspections
- Well trained staff
- Pre-qualified tenants
- 28 Years of rental experience

Call our offices in HIGHVELD or MIDSTREAM to speak with one of our rental agents!



Visit the Aula offices in:

CENTURION: 012 665 5111

13 Corporate Corner, Marco Polo Street, Highveld x12. aula@aulaproperty.co.za

MANAGER: Bernice Botha: 083 709 8857

PROPERTY MANAGEMENT:

Adele Hanekom, Marieta van der Linde, Bonnie Da Rosa, Hermien van Burick, Selita Pero (Finance Manager), Nicky Fourie (Debtors Control)

RENTALS IN CENTURION:

Yvette Hutton: 083 299 8886
Magda Uys: 082 459 5403

RENTALS IN CENTURION GOLF ESTATE:

Ronel Tredoux: 082 460 4654

MIDSTREAM: 012 940 9353

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midstream@aulaproperty.co.za

PROPERTY MANAGEMENT:

Azile Pretorius, Wilma Korb, Annelize Kruger, Marie-Louise Botes, Nicky Fourie (Debtors Control)

RENTALS IN MIDSTREAM ESTATE &

HERITAGE HILL ETC:

Ernst van Eck: 082 872 5491

Ronel Tredoux: 082 460 4654

SANTAM'S 24/7 SOS CLAIMS &

EMERGENCY LINE: 0860 505 911



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Disclaimers the forgotten necessities

Disclaimers provide protection to owners and employees of public areas like shopping malls, but bodies corporate are also encouraged to use disclaimers at entry gates and especially swimming pool areas. The purpose is to sufficiently protect bodies corporate, trustees and employees against any death, injuries or damage on the common property which of course includes the swimming pool area.

Before these notices become effective, they have to comply with certain requirements. To rely on these disclaimers when the wording is incorrect, can be a very costly mistake.

From case law it is clear that disclaimers are enforceable, if the notice is applied in the correct manner.

Two important factors must be considered to determine whether a disclaimer is enforceable:

▶ The wording of the notice should not be ambiguous, but must be clear and understandable. The wording should be of such nature that the body corporate will be indemnified when the public reads the notice. It should be added that any alternative meaning to the notice should not be interpreted too broadly. The content and meaning of the notice should be clear to anyone who reads it.

▶ The second issue that should be taken into account is whether the notice is clearly visible. It should be displayed properly to enable anyone entering the complex or swimming pool area to see it, or they should have been able to see it. Practical issues such as the size of the notice, the distance to it, the visibility and the positioning thereof, should be taken into account. The notice should be of such nature that the public can see it easily.

It is recommended that a lawyer should review the wording of the notice, before it is put into use.

Joubert Scholtz Attorneys

INSURANCE EXCESS ...

Property within sectional title is covered by the complex insurance. Management Rules place a duty on the trustees to ensure that the buildings and all improvements to the common property are insured and renewed annually. The onus for insurance on moveable items falls upon the individual resident. The body corporate carries insurance on all common property including the replacement of geysers. The premiums are included in levies.

Owners should keep in mind that all insurance claims have excess amounts, payable by the owner of the section that suffers the loss of damage. The excess amount is determined by the insurer and is payable before the repair will be effected and directly to the contractor doing the repair.

The body corporate will be liable for paying the excess amount, should the loss or damage occur on the common property.

FAIR WEAR AND TEAR OF A LEASED PROPERTY

On termination of the lease agreement, the landlord can claim damages for any defects to the premises, and the repair cost can be deducted from the tenant's deposit.

In terms of the Rental Housing Act, the landlord is obliged to arrange a joint incoming as well as outgoing inspection with a tenant in order to determine whether any damage to the property was caused. Failure by the landlord to inspect the dwelling in the presence of the tenant, is deemed to be an acknowledgement by the landlord that the dwelling is in a good and proper state of repair, and the landlord will have no further claim against the tenant who must then be refunded the full deposit plus interest by the landlord.

If tenants refuse to attend a joint inspection, they can be held liable for any and all damages to the premises.

Reference: M.C. van der Berg Inc. Attorneys, Conveyancers & Notaries.

