

## Rental increase in Zimbabwe : Landlord versus Residential Tenant

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**Tenant's refusal to pay the landlord's increased rentals is not a legal ground for evicting a tenant.**

**Self-help is illegal.** A landlord CANNOT simply throw a tenant out, CANNOT simply lock a tenant out, and CANNOT simply remove a tenant's belongings from the property. The landlord MUST obtain an eviction order in order to evict a tenant- even when a lease agreement has terminated due to (a) expiry of lease period in the agreement or (b) expiry of the 3 months' notice given by the landlord to the tenant. Refusal to pay increased rentals even when the landlord has given the tenant adequate notice of increase of rentals, is in itself not a recognised ground to evict a tenant.

**There are recognised grounds to evict a tenant:** This is governed by the Rent Regulations, 2007 (SI 32/2007) which covers only the following: (1) failure to pay the current rent amount OR (2) the landlord will be using the property for his own purposes for more than 6 months (needs to prove it) OR (3) the landlord will be rebuilding the property making it temporarily unfit for human habitation (needs to prove it) OR (4) the tenant has or is now materially damaging the property OR (5) the tenant has caused material/substantial inconvenience to neighbours or the landlord AND in addition to one of the above, the lease agreement must have been terminated due to (a) or (b) above.

### **Other FAQ's**

- **WHEN CAN RENT BE INCREASED:** Your lease agreement will state when and how rent can be reviewed/increased. A landlord must comply with **rental review/increase** provisions in your lease agreement. If there is no **rental review/increase** provision in your lease agreement OR if the agreement is a verbal lease agreement, the landlord must comply with the rental review/ increase provisions contained in law (see below).
- **HOW CAN RENT BE INCREASED:** The **parties can agree** on a new rental amount but it must be in the currency recognised as legal tender (at present only ZWL is legal). If the tenant does not agree to a rental increase or if the tenant agrees to an increase but not to the level asked by the landlord (the landlord has asked for an excessive rental increase) then Zimbabwe laws apply and either party may approach the relevant **Rent Board to decide the matter**. So if the tenant is not agreeing to the rental increase, the landlord must formally apply to the relevant Rent Board for an order allowing the landlord to vary/ review/ increase the rent (a rent order) and give motivating reasons. Sec 14(2). A rent order is valid for 1 year.
- **RENT AMOUNT:** the law allows the Rent Board within each area to decide what a **fair rent** is for the property namely the "**standard rent**". The board members can enter a

property to inspect the property for that purpose. Either party can seek the 'standard rent' valuation from the Rent Board to determine what the authorised rent is for the property.

- **INCREASE OF RENT:** Unless the tenant agrees to pay the increase rental, the rent cannot be increased within the first 6 months of the lease agreement. – Sec 39(4). If the rent being paid is an amount which is authorised/standard rent approved by the Rent Board and the landlord's increase is 30% or less then the increase does not require approval by the relevant Rent Board. But, the rental increase must be justified (material or substantial changes have been made to the building OR changes in the running costs of the building) otherwise the tenant can challenge the increase. -Sec 19. If the rent increase is above 30% it must be approved by the Rent Board or if the rent increase is below 30% but the tenant is not agreeing to pay up to the increase then it must be approved by the Rent Board. The Rent Board will fix a **fair rent** which is the **standard rent** plus permitted increases under the law. -Sec 18. A landlord is prohibited from charging rent higher than the amount stipulated in a **rent order**. Sec 26(1). A rent order is valid for 1 year.
- **CURRENCY OF RENT:** A landlord can only charge rent in Zimbabwean dollar (ZWL) because at present it is an offence to charge in any other currency due to the 2019 statutes on currency. -Sec 26(2)
- **DEPOSIT:** It is an offence to charge more than 1 month rent as a deposit. – Sec 27(1)
- **EVICTION:** A tenant can agree to vacate the property, but if he refuses the landlord needs an **eviction order** to evict the tenant. If a tenant refuses leave the property after expiry of a lease agreement or after the landlord has given the tenant 3 months' notice of termination of lease agreement, then the landlord must **get an eviction certificate from the Rent Board to force the tenant to leave**. This certificate is not easily granted, it will only be granted (a) when the tenant is materially damaging the property, OR (b) if the landlord requires the property for his OWN occupation (landlord self/wife/child/parent/sibling to live there) and the landlord had given the tenant 3 months written notice to vacate which notice MUST specify the name of who will live there, OR (c) if the property is to be reconstructed or rebuilt to the extent that it cannot be humanely inhabited and landlord had given the tenant 3 months written notice to vacate which notice MUST specify the nature, extent, commencement and completion dates of the rebuilding, OR (d) the landlord persuades the rent board on some other reason that it is fair and reasonable for the tenant to be evicted and the rent board issues an eviction certificate with a date to vacate the property. -Sec 30(2). The landlord commits (a) an offence if he gives false reasons in a tenant's notice to vacate, or (b) an offence if he uses the reason of OWN occupation and does not then do so for 6 months continuously, or (c) an offence if rebuilding is not started or completed by the dates stated in the tenant's notice. -Sec 30(5)
- **EVICTION AT EXPIRY OF LEASE:** Even after expiry of a lease agreement the tenant can continue to occupy the property so long as the rent keeps getting paid, the tenant is

regarded as a **statutory tenant** unless evicted per eviction certificate above. Sec 30(2) says that if the tenant continues to pay rent the Rent Board will NOT issue an eviction certificate simply based on the reason that the lease has expired, one of the other compelling grounds (above) must convince the Rent Board to evict the tenant. – Sec 30(2) and Sec 31

- **LANDLORD AUTHORITY TO REMOVE PROPERTY OR PREVENT OCCUPATION:** Unless the landlord has obtained an order from the Rent Board, it is an offence to (a) remove a tenant's belongings from the property, (b) lock out the tenant or prevent the tenant from using or occupying the property, (c) disconnect water or electricity from the property.
  - **MINIMUM NOTICE PERIOD:** The landlord's notice period for termination of a lease agreement shall be no less than 2 months expiring on the last day of a calendar month.
  - **LEASE AGREEMENTS:** The law requires landlords to give tenants written lease agreements. The law says that the minimum period in the agreement shall be 12 months. The law says that an agreement cannot be outside of the law.
  - **OFFENCES:** A landlord found guilty of contravening any of these laws shall be guilty of an offence and liable to pay a penalty of level 8 fine (currently ZWL 3,600) or 12 months imprisonment.
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