

Are landlords obliged to provide backup power during loadshedding?

The rights and obligations of the tenant and the landlord always depend on the contents of the lease agreement. Where the parties signed a lease agreement, one would have to peruse the document to answer the question. Your typical lease agreement would, in my experience, not oblige the landlord to supply electricity in the case of load shedding or other power interruptions. In fact, I've never seen such a clause in a lease agreement.

Therefore, without such a clause in the lease agreement, the landlord would not be obliged to have backup power. This is the legal answer to the question.

However, from a commercial point of view, it might be prudent for the landlord to make a plan to install a generator and/or a battery system. The battery system could also be linked to solar panels.

With the difficult economic times in certain areas of the country and empty offices because of the work-from-home trend, it would, in my experience, be a good idea for the landlord to indeed make a plan with backup power to keep his tenants happy. Alternatively, the backup power would improve his chances of finding new tenants.

With the agreement of the tenant or tenants, the landlord could also recover the cost of installing a generator or battery system from the tenants with an extra monthly levy. Most tenants would not mind such an arrangement to ensure a continuous power supply.

Volker Krüger, Van Velden-Duffey Inc