

THABAZIMBI LOCAL MUNICIPALITY

HOSTELS /FLAT OWNED BY THE MUNICIPALITY BY-LAW

HOSTELS/FLATS OWNED BY THE MUNICIPALITY BY-LAW

BY-LAWS RELATING TO THE MANAGEMENT AND CONTROL OF HOSTELS/FLATS OWNED OR ADMINISTERED BY MUNICIPALITY

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1. Application of by-laws

This by-law apply to all Hostels/Flats owned or administered by the Municipality.

2. Definitions

In this by-law, unless the context otherwise indicates -

"**Accommodation**" means the occupation of a bed, bedroom, single room or flat-let in a hostel, and includes the use of such common kitchen, ablution, sanitary, lounge and other facilities and conveniences as may be provided in the hostel, and "accommodate" has a corresponding meaning;

"**Animal**" means any dog, cat, bird, horse, mule, donkey, bull, cow, ox, heifer, calf, sheep, goat, pig, ostrich, monkey, baboon, fowl, goose, duck, hare, rabbit, guinea pig or any wild or domesticated animal or beast;

"**Authorised Officer**" means -

- (a) a justice of the peace;
- (b) a member of the South African Police Service;
- (c) a member of the Municipality's metropolitan police service;
- (d) a member of a private security company contractually engaged by the Municipality to perform certain duties on behalf of the Municipality; or
- (e) an employee of the Municipality duly authorised to perform a specific function within or in relation to a hostel/flat;

"**Contractual Agreement**" means the contractual agreement entered into between a resident and the Municipality in terms of which the resident is accommodated in a hostel;

"**Hostel**" means an establishment for single persons or a converted family-unit accommodation establishment owned or administered by the Municipality, which establishment consists of a cluster of buildings commonly known as a hostel or as a men's single quarters or women's single quarters, and includes the land on which the hostel

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buildings are situated and any common area, any parking lot and all other fixed assets relating to the hostel complex as a whole;

"**Hostel Manager**" means the person assigned or appointed by the Municipality to manage and control a hostel or Hostels/Flats on the Municipality's behalf or any person acting in the hostel manager's stead or on his or her behalf;

"**Municipality**" means the Municipality established by General Notice 6770 in *Provincial Gazette Extraordinary* 141 of 1 October 2000 in terms of the provisions of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);

"**Nuisance**" means -

(a) any room or structure of such construction or in such a state or so dirty or verminous as to be offensive, dangerous or injurious to health or liable to cause the spread of any infectious disease;

(b) any stream, pool, ditch, gutter, sink, cistern, water closet, pit latrine, privy, urinal, drain, ash heap or rubbish heap so foul or in such a state or so situated or constructed as to be offensive, dangerous or injurious to health or liable to cause the spread of any infectious disease;

(c) any well or other source of water supply or any cistern or other water receptacle, whether private or communal, the water from which is -

(i) used or could be used by human beings for drinking or domestic purposes or in connection with the manufacture or preparation of any item of food intended for human consumption; and

(ii) polluted or otherwise liable to be offensive, dangerous or injurious to health;

(d) any stable, kraal, cowshed or other encampment or structure used for the keeping of animals;

(e) any accumulation or deposit of rubbish, refuse, offal, manure, vehicle wrecks or any other matter which is offensive, dangerous or injurious to health;

(f) any dwelling or room which is so overcrowded as to be offensive, dangerous or injurious to the health of any resident or which does not comply with the requirements of -

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- (i) any by-laws or regulations in force in the Municipality with regard to air space, floor space, lighting, ventilation or building control; or
- (ii) the applicable town-planning scheme;
- (g) any area of land kept or permitted to remain in such a state as to be offensive or liable to cause any infectious, communicable or preventable disease or any injury or danger to health; and
- (h) any other condition whatsoever that is commonly known as a nuisance, irrespective of whether the condition is offensive, injurious or dangerous to the health and safety of any resident or other person in a hostel; and

"Resident" means a person who is accommodated in a hostel in terms of a contractual agreement with the Municipality.

3. Appointment of hostel manager

The Municipality must, in respect of one hostel or more, appoint an officer or assign one of its officials as hostel manager to -

- (a) manage and control the hostel or Hostels/Flats; and
- (b) provide accommodation therein; in accordance with this by-law and any contractual agreement between a resident and the Municipality.

4. Duties of hostel manager

The hostel manager must, in respect of any hostel managed and controlled by him or her on behalf of the Municipality -

- (a) submit, when required by the Municipality to do so, reports in writing on the conditions in and the management of the hostel;
- (b) ensure that copies of this by-law are posted and maintained in a prominent place in the hostel, for the information of the residents and all other persons visiting the hostel;
- (c) allot a number to each bed, bedroom, room or flat in the hostel, as the case may be, and ensure that the number is legibly painted or inscribed in a prominent place at the head of the bed or on or above the door of the bedroom, room or flat let;
- (d) ensure that all the floors, passages, stairways, ablution blocks, conveniences, facilities and pathways are kept in a clean, hygienic and safe condition;

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(e) keep a register of all the residents in the hostel, in which register must be entered the following details in respect of each resident's accommodation in terms of his or her contractual agreement:

- (i) The number of the resident's bed and the number of the bedroom, room or flat let, as the case may be;
 - (ii) the name and identity number of the resident;
 - (iii) the reference number of the file of the hostel manager that contains a copy of the resident's contractual agreement;
 - (iv) the number of the resident's rental account;
 - (v) the number of the resident's municipal services account, if any;
 - (vi) the previous address of the resident, if any;
 - (vii) the names, addresses and telephone numbers, if any, of at least two family members of the resident who do not live at the same address as the resident; and
 - (viii) the name, address and telephone numbers of the resident's employer; and
- (f) manage and control the hostel and provide accommodation in the hostel in accordance with this by-law and any contractual agreement.

5. Application for accommodation

(1) Any person who is desirous of having another person accommodated in a hostel or any person who is desirous of being accommodated in a hostel must personally and in writing apply to the hostel manager for the accommodation. The hostel manager must enter the details of such application in a hostel waiting list for accommodation. Such hostel waiting list for accommodation must chronologically rank all applications received by the hostel manager in the order of the date of their receipt.

(2) When a bed, bedroom, room or flat let in a hostel becomes vacant or available for allocation, the hostel manager must allocate such bed, bedroom, room or flat let to the person ranked chronologically as the first-in-line applicant in the hostel waiting list for accommodation referred to in subsection (1), provided that such person -

- (a) qualifies for accommodation in a hostel in terms of the Municipality's housing policy;
- (b) understands, accepts and undertakes to abide by the terms and conditions for accommodation as laid down in the contractual agreement and this by-law;

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(c) pays the amount payable by him or her in terms of these bylaws; and

(d) enters into the contractual agreement with the Municipality.

(3) When accommodation is allocated to a person in terms of subsection

(2), he or she must -

(a) satisfy himself or herself that the bed, bedroom, room or flat let, as the case may be, is in good order and condition; and

(b) bring any defect immediately to the notice of the hostel manager, who must keep a record of all defects.

6. Right of entry

(1) The hostel manager or any other authorised officer has, at all reasonable times and with due regard to the rights and privacy of any resident, the right to enter, without interference or obstruction by any resident or any other person, any room in a hostel or any other part of the hostel for the purpose of inspecting such room or other part of the hostel or performing any other work that may be deemed necessary.

(2) Subject to the provisions of this by-law, no person may enter, be present in, sleep over in or accept accommodation in any hostel without the written permission of the hostel manager or any other person authorised thereto by the hostel manager.

7. Furnishing of names and addresses

(1) Any person present in a hostel who is not a resident must, when so requested by the hostel manager or any authorised officer, furnish the hostel manager or authorised officer with -

(a) his or her full name, identity number and address; and

(b) a reasonable explanation for his or her presence in the hostel.

(2) If a person contemplated in subsection (1) does not, in the opinion of the hostel manager or authorised officer, furnish a reasonable explanation for his or her presence in the hostel, such person must be requested to leave the hostel premises immediately, failing which an authorised officer must be requested to remove the person from the hostel premises.

8. Terms and conditions of accommodation

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Any resident or any other person present in a hostel must comply with the following terms and conditions in addition to the terms and conditions contained in a contractual agreement:

(a) No resident may relinquish or transfer his or her right to accommodation in a hostel to any other person unless the consent of the Municipality has been obtained, which consent must at all times be embodied in a duly concluded contractual agreement between the Municipality and the said other person.

(b) No person may occupy any bed, bedroom, room or flat let in a hostel, or any other part of the hostel, other than that which is allocated to him or her in terms of his or her contractual agreement.

(c) No person may occupy any bed, bedroom, room or flat let in a hostel without having personally entered into a written contractual agreement with the Municipality in respect of his or her accommodation in the hostel unless -

(i) such person is a family member or visitor of a legal resident's household;

(ii) appropriate written authorisation for the occupation has been obtained from the hostel manager; and

(iii) logistical arrangements for the occupation have been made with the hostel manager.

(d) No person may use a room in a hostel, or any other part of the hostel, or any equipment or resources of the hostel (such as water, electricity, floor space or a parking lot) to conduct any business or other commercial activity in, from or near the hostel.

(e) No person may by any wilful or negligent act damage any bed, bedroom, room or flat let in a hostel or any other part of the hostel. Any person who causes such damage must be held personally liable for compensating the Municipality for the damage, provided that if the damage is caused by a family member or visitor of a resident contemplated in section 8(c), the damage is imputed to the resident, in which case such resident and his or her family member or visitor must be held jointly and severally liable for compensating the Municipality for the damage.

(f) A resident must at all times keep -

(i) in a good, clean and habitable condition any bed, bedroom, room or flat let in which he or she is accommodated; and

(ii) if applicable, the passage in front of his or her bedroom, room or flat let in a clean, tidy and safe condition.

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(g) Clothes, linen, eating utensils and other personal or household effects may not be washed, cleaned or repaired in any passageway in front of any room in a hostel and may only be washed, cleaned or repaired in the place specifically set aside for such purpose.

(h) The Municipality must provide receptacles in which rubbish, litter and other waste materials are to be deposited, and all residents must at all times make use of such receptacles for the disposal of rubbish, litter and other waste materials, provided that -

(i) the Municipality's Solid Waste By-laws are strictly complied with in all other respects on the hostel premises; and

(ii) no person removes any such receptacle or rubbish bin from the hostel premises, uses such receptacle or rubbish bin for any other purpose than that for which it is intended, or appropriates such receptacle or rubbish bin for personal gain or use.

(i) No resident may, in his or her room or anywhere else in the hostel, keep any animal or pet or allow any other person to keep any animal or pet in the hostel.

(j) No person may place, keep or store or allow to be placed, kept or stored any trash, garbage, goods, item, furniture or other personal effects of whatever nature in any passage or other common area of a hostel. Any such trash, garbage, goods, item, furniture or other personal effects that have been placed, kept or stored in any passage or other common area of a hostel must be deemed to have been abandoned by their owner and must be dealt with in accordance with section 11.

(k) No person may hang any linen or clothing or allow any linen or clothing to be hung on the outside or from the window of a room in a hostel or on a balcony or in any other part of the hostel building, provided that linen and clothing may be hung in the place specifically set aside for that purpose.

(l) No person may alter, tamper with or damage any electrical or other installation inside or outside a room in a hostel, or in any other part of the hostel, or drive or allow a nail or screw to be driven into any wall, ceiling or accessory of a room or of any other part of the hostel. Any person who so alters, tampers with or damages such electrical or other installation or so drives such nail or screw must be deemed to have caused wilful damage as contemplated in paragraph (e) and such person must be dealt with accordingly.

(m) No person may -

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(i) keep or store in any room in a hostel or anywhere else in the hostel any inflammable, hazardous or dangerous substance or material which might jeopardise the health or safety of any other person; and

(ii) cook or prepare food or any other substance whatsoever in the sleeping or living quarters of a hostel.

(n) (i) No person may -

(aa) harass, intimidate or threaten any resident or other person in any room of a hostel or in any other part of the hostel;

(bb) threaten or commit any act of physical violence against any resident or other person in any room of a hostel or in any other part of the hostel;

(cc) swear at or use foul, abusive or threatening language or behaviour towards any resident or other person in any room of a hostel or in any other part of the hostel; or

(dd) in any room of a hostel, or in any other part of the hostel, perform, commit or allow any act which, in the opinion of the hostel manager, causes or may cause a nuisance to the Municipality, to any resident or other person in the hostel, or to any other person in the neighbourhood.

(ii) In the event of an incident in which any provision of paragraph (n)(i) has been contravened, the incident must be reported immediately to the hostel manager, who must take the necessary steps to ensure that the contravention is addressed in an appropriate manner, which steps may include the cancellation of a resident's contractual agreement and the eviction of such resident from the part of the hostel in which he or she is accommodated and from the hostel as a whole.

(o) The Municipality is not in any circumstances liable for any loss of or damage to property or for personal injury which a resident or any other person may suffer in any room of a hostel or in any other part of the hostel, irrespective of how the loss, damage or personal injury is caused, whether as a result of -

(i) poor lighting at a staircase, landing, floor or passage; or (ii) the slipperiness of a staircase, landing, floor or passage owing to slippery tiles, polish or any other cause whatsoever; and notwithstanding the fact that the loss, damage or personal injury may have been caused by an act or omission on the part of the Municipality, its agents or employees, or by the fact that the room or the hostel building or any part thereof has fallen into a state of disrepair or has become defective.

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(p) No hawker's stall may be run or kept and no meeting or fundraising event or other event may be held in a hostel building, a common area or facility of a hostel or on or at a parking lot of a hostel without the express written permission of the hostel manager. Any common area or facility of a hostel and any parking lot of a hostel must be under the control of the hostel manager, and such parking lot may not, without the express written permission of the hostel manager, be used for any purpose other than parking.

(q) No person may remove, tamper with or damage any fire hose, fire extinguisher or other fire extinguishing equipment of a hostel or use such hose, extinguisher or equipment for any other purpose than that for which it is intended.

(r) No person may throw any object, substance or litter from a window, door or balcony of a room in a hostel or from any other part of a hostel building, and any act of dumping or littering on the premises of a hostel must be treated as a contravention of the Municipality's Solid Waste By-laws.

(s) No person may, in any room in a hostel, or in any other part of the hostel, sell or solicit the sale of any drug, cannabis or other habit-forming substance or any intoxicating liquor or any liquor as defined in the Liquor Act, 1989 (Act 27 of 1989).

(t) No person may disturb the public peace and tranquility in a hostel by speaking, shouting or wailing through a microphone, loudspeaker or other device through which noise is created or by playing music loudly.

(u) No person may cause or create in a hostel any condition whatsoever which is offensive, injurious or dangerous to the health and safety of any resident or any other person in the hostel.

(v) No person may paint a window or an external wall of a hostel building.

(w) No person may for any reason whatsoever disturb, interfere with, delay or stall the conversion of a hostel into family units.

9. Contravention of terms and conditions of accommodation

(1) Should any resident -

(a) after due written warning by the hostel manager, persist in contravening or ignoring the terms and conditions of accommodation as set out in this by-law or the contractual agreement; or

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(b) be convicted of any offence in terms of section 14; the hostel manager may serve notice in writing on such resident, giving the resident due notice of the cancellation of his or her contractual agreement, which cancellation occurs after the expiry of the notice period specified in such notice.

(2) A notice contemplated in subsection (1) must request the resident to vacate on a specified date the bed, bedroom, room or flat let, as the case may be, in which the resident is accommodated, irrespective of whether the resident has paid his or her monthly rental in advance and irrespective of whether the advance rental has been refunded to the resident on that date.

(3) For the purposes of this by-law, the advance rental referred to in subsection (2) must be regarded as an entirely separate matter.

10. Abandonment of right to accommodation

(1) Should a resident, for a period of 14 consecutive days, absent himself or herself from a hostel in which he or she is accommodated or fail to occupy the bed, bedroom, room or flat let allocated to him or her in the hostel without informing the hostel manager in writing of -

(a) his or her intention so to absent himself or herself from the hostel; and

(b) the proposed date of his or her return to resume his or her occupation of the bed, bedroom, room or flatlet, as the case may be; the hostel manager is entitled to -

(i) assume that the resident has abandoned his or her right to accommodation in the hostel;

(ii) immediately cancel the contractual agreement between the resident and the Municipality without any form of notice to the resident; and

(iii) reallocate the bed, bedroom, room or flat let, as the case may be, to another applicant or resident.

(2) Any property or personal effects of a resident found in the quarters formerly occupied by him or her must be removed by the hostel manager and kept by the hostel manager in a safe place. If such property or personal effects remain unclaimed within a period of three months after the date of the reallocation of the resident's quarters under the provisions of subsection (1), such property or personal effects must be sold to the best advantage by the hostel manager or a person designated by the hostel manager, who must, after deducting

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the amount of any charges due or any expenses incurred, deposit the net proceeds of the sale into the Municipality's revenue account, provided that -

(a) subject to the laws governing the administration and distribution of estates, nothing in this subsection contained may deprive the heir of any deceased resident of his or her right to the balance of the proceeds of such sale; and

(b) any such property or personal effects which are, in the opinion of the hostel manager, valueless may be destroyed or otherwise disposed of by the hostel manager or the person designated by the hostel manager.

(3) The hostel manager must maintain a register in which is recorded and appears -

(a) particulars of all ostensibly abandoned property or personal effects kept in terms of this by-law;

(b) the date of the removal of the property or personal effects in terms of subsection (2), as well as the name of the owner thereof and the number of his or her bed, bedroom, room or flat let, as the case may be;

(c) (i) the signature or left thumb print of the person who claimed ownership of the property or personal effects and to whom delivery thereof has been made; or

(ii) full details of the amount realised on the sale of the property or personal effects in terms of subsection (2) and the date of the sale; and

(d) if the property or personal effects have in terms of subsection (2) been destroyed or otherwise disposed of, a certificate by the hostel manager to the effect that the property or personal effects were valueless.

11. Motor vehicles, wrecks and movable structures

(1) At any hostel, a motor vehicle may be parked solely at or in a place designated for parking or set aside by the hostel manager for parking. Any parking space that is allocated to a resident or provided for a resident must be paid for by the resident. If a motor vehicle is parked at or in -

(a) a place not designated for parking or set aside by the hostel manager for parking, the hostel manager may require the owner or driver of the motor vehicle to remove the motor vehicle; and

(b) a place where stopping is prohibited by appropriate signage, the hostel manager may, after duly notifying the owner or driver, remove the motor vehicle or have it removed to a

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place directed by the hostel manager, and the expense of such removal may be recovered from the owner or driver of the motor vehicle.

(2) Notwithstanding anything to the contrary in this by-law contained, a resident who is the owner of a vehicle wreck or other movable structure or thing which, in the opinion of the hostel manager, is unsightly or the keeping of which has not been authorised by the hostel manager, may be ordered by the hostel manager in writing to remove the vehicle wreck or movable structure or thing within ten days after the date of such order being issued. A person convicted of an offence contemplated in section 14(ii) must, within a period specified by the hostel manager, remove the vehicle wreck or other movable structure or thing in respect of which he or she has been convicted, and, failing such removal, the Municipality may effect the removal itself and recover the costs of the removal from such person.

(3) If the owner of a vehicle wreck or other movable structure or thing cannot be traced, the hostel manager has the right to remove the vehicle wreck or other movable structure or thing to a suitable place. If such vehicle wreck or other movable structure or thing is not claimed within three months of the removal, it must be sold and the proceeds of the sale must be dealt with in the manner envisaged in section 10.

12. Accommodation charges

Every resident or other person or body responsible for accommodation charges must pay in advance to the hostel manager, at the hostel manager's office or such place as may be designated by him or her, on or before the seventh day of every month, such amount for accommodation in the hostel as may be prescribed, provided that -

- (a) when accommodation is required for a period of less than one month, the accommodation charges due are payable on admission to the hostel; and
- (b) the resident, person or body liable for accommodation charges may, with the consent of the hostel manager, pay the accommodation charges monthly in arrears.

13. Action for the recovery of charges

Should any resident or person or body fail to pay any sum for which he, she or it may be liable under this by-law within seven days after the date on which such sum becomes due and payable, the hostel manager may -

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- (a) notify the resident concerned that his or her contractual agreement will be cancelled with effect from a specified date; and
- (b) request the resident to vacate, on such date, his or her bed, bedroom, room or flat let, as the case may be, failing which, appropriate steps must be taken to evict the resident from such bed, bedroom, room or flat let.

14. Offences and penalties

- (1) A person is guilty of an offence if he or she -
 - (a) fails or neglects to comply with any provision of this by-law;
 - (b) fails or neglects to comply with any provision of his or her contractual agreement;
 - (c) hinders or obstructs an authorised officer in the execution of such authorised officer's duties in a hostel;
 - (d) occupies a bed, bedroom, room or flatlet in a hostel or any other part of the hostel without personally having entered into a contractual agreement with the Municipality, except in the circumstances envisaged in section 8(c);
 - (e) removes or defaces a copy of this by-law which the hostel manager has posted in a prominent place in a hostel in accordance with section 4(b);
 - (f) (i) obstructs, litters or soils any passage, stairway, communal facility or pathway in a hostel by placing in the passage, stairway, communal facility or pathway any object, structure or thing which detrimentally affects clean, hygienic or safe conditions in the hostel or which poses an obvious threat to the safety or security of any resident of the hostel or the hostel building itself; or (ii) fails or neglects to remove such object, structure or thing immediately when instructed by the hostel manager to do so;
 - (g) fails or neglects to pay any monies due and payable to the Municipality in terms of this by-law, a contractual agreement or any other statutory provision;
 - (h) fails or neglects to provide the hostel manager with the information contemplated in section 7;
 - (i) fails or neglects to vacate a bed, bedroom, room or flatlet in which he or she is accommodated and which has become vacant or available for allocation as contemplated in section 5(2) or hinders or prevents a person contemplated in section 5(2) from taking immediate occupation of a bed, bedroom, room or flat let that has been allocated to such person;

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- (j) hinders, obstructs or prevents the hostel manager or an authorised officer from exercising, in accordance with section 6(1), the right to enter any room in or any part of a hostel;
- (k) enters, is found present in, sleeps over in or accepts accommodation in a hostel without the permission contemplated in section 6(2) or the implied or express permission of a specific resident of the hostel in the circumstances envisaged in section 8(c);
- (l) (i) loiters in or is found present in a hostel while not a resident or a family member or visitor of a resident as contemplated in section 8(c) and fails or neglects to furnish the hostel manager or an authorised officer with his or her full name, identity number, address and a reasonable explanation (in the opinion of the hostel manager or authorised officer) for his or her presence in the hostel; or
- (ii) intentionally furnishes the hostel manager or the authorised officer with false, incorrect, incomplete or misleading information in respect of his or her name, identity number, address and explanation for his or her presence in the hostel;
- (m) fails or neglects to leave the hostel premises immediately when requested to do so by the hostel manager or authorised officer in terms of section 7(2) or resists any attempt by an authorized officer to remove him or her from the hostel premises in terms of section 7(2);
- (n) hawks, peddles, trades, offers or solicits for sale any goods of whatever nature in a hostel, irrespective of whether or not he or she is a resident or a family member or visitor of a resident;
- (o) relinquishes or transfers his or her right to accommodation in a hostel to any other person without the consent of the Municipality, which consent must be embodied in a duly concluded contractual agreement between the Municipality and the said other person;
- (p) occupies any bed, bedroom, room or flatlet in a hostel, or any other part of the hostel, other than that which was allocated to him or her in terms of his or her contractual agreement with the Municipality;
- (q) uses a room in a hostel, or any other part of the hostel, or any equipment or resources of the hostel (such as water, electricity, floor space or a parking lot) to conduct any business or other commercial activity in, from or near the hostel;
- (r) wilfully or negligently damages a room in a hostel, or any other part or accessory of a hostel;

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(s) fails or neglects to -

(i) keep in a good, clean and habitable condition the bed, bedroom, room or flat let in which he or she is accommodated; or

(ii) keep the passage in front of his or her bedroom, room or flat let in a clean, tidy and safe condition;

(t) washes, cleans or repairs clothes, linen, eating utensils or other personal or household effects in any place in a hostel other than the place specifically set aside for such purpose;

(u) fails or neglects to use a receptacle provided by the Municipality for the disposal of rubbish, litter or waste materials or to strictly comply with the Municipality's Solid Waste By-laws in any other respect;

(v) keeps in his or her room in a hostel, or anywhere else in the hostel, any animal or pet or allows any other person to keep any animal or pet in the hostel;

(w) places, keeps or stores or allows to be placed, kept or stored any trash, garbage, goods, item, furniture or other personal effects of whatever nature in any passage or other common area of a hostel;

(x) hangs any linen or clothing or allows any linen or clothing to be hung on the outside or from the window of a hostel room or on a balcony or in any other part of the hostel other than in the place specifically set aside for such purpose;

(y) alters, tampers with or damages any electrical or other installation inside or outside a room in a hostel, or in any other part of the hostel;

(z) keeps or stores in any room in a hostel or anywhere else in the hostel any inflammable, hazardous or dangerous substance or material which might jeopardise the health or safety of any other person;

(aa) harasses, intimidates or threatens any resident or other person in a hostel or swears at or uses foul, abusive or threatening language or behaviour towards a resident or other person in a hostel or threatens or commits an act of physical violence against a resident or other person in a hostel, or performs, commits or allows in a hostel any act which, in the opinion of the hostel manager, causes or may cause a nuisance to the Municipality, to any resident or other person in the hostel, or to any other person in the neighbourhood;

(bb) runs or keeps a hawker's stall or holds, organises or participates in any meeting or fundraising event or other event in the building of a hostel or in a common area or parking lot of a hostel without the express written permission of the hostel manager;

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(cc) removes, tampers with or damages any fire hose, fire extinguisher or other fire extinguishing equipment of a hostel or uses such hose, extinguisher or equipment for any other purpose than that for which it is intended;

(dd) throws any object, substance or litter from a window, door or balcony of a room in a hostel or from any other part of a hostel building or commits any act of dumping or littering on the premises of a hostel in contravention of the Municipality's Solid Waste By-laws;

(ee) sells or solicits the sale, in any room in a hostel, or in any other part of the hostel, of any drug, cannabis or other habit-forming substance or any intoxicating liquor or any liquor as defined in the Liquor Act, 1989;

(ff) disturbs the public peace and tranquillity in a hostel by speaking, shouting or wailing through a microphone, loudspeaker or other device through which noise is created or by playing music loudly;

(gg) causes or creates in a hostel any condition whatsoever which is offensive, injurious or dangerous to the health and safety of any resident or other person present in the hostel;

(hh) parks a motor vehicle at or in a place other than that which is designated or set aside by the hostel manager for parking purposes, or fails or neglects to remove immediately a motor vehicle so parked when requested to do so by the hostel manager or an authorised officer;

(ii) fails or neglects to remove a vehicle wreck or movable structure or thing within the period specified in writing by the hostel manager in accordance with section 11(2);

(jj) disturbs the public peace and tranquillity in a hostel by shouting, swearing, wrangling or quarrelling, or by using obscene, abusive, insulting or threatening language, or by behaving in an unseemly, disorderly or violent manner;

(kk) organises, commits or participates in any act of gambling in a hostel, or organises, conducts or participates in any game or entertainment in the hostel which is likely to cause a disturbance, nuisance or annoyance to any resident of the hostel or which is likely to lead to public indecency or the subversion of sound moral standards in the hostel;

(ll) paints a window or an external wall of a hostel building; or

(mm) disturbs, interferes with, delays or stalls the conversion of a hostel into family units.

(2) Any person convicted of an offence contemplated in subsection (1) is

liable -

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- (a) to a fine not exceeding R5 000,00 or, in default of payment of such fine, to imprisonment for a period not exceeding 12 months; and
- (b) in the case of a continuing offence, to an additional fine not exceeding R20,00 per day for each day on which the offence continues or, in default of payment of such additional fine, to a proportionate period of additional imprisonment for each day on which the offence continues, provided that the duration of any such proportionate period of additional imprisonment does not exceed three months; provided that a court of law, in convicting any person of an offence referred to -
- (i) in subsection (1)(g), (hh) or (ii), may order the payment by such person of any amount due and payable to the Municipality within such period as the court may specify;
- (ii) in subsection (1)(d), (g), (i), (k), (o) or (p), may, in addition to any other penalty, issue an order for the eviction of such person from a hostel after his or her contractual agreement is duly cancelled by the Municipality; and
- (iii) in subsection (1)(r), (y) or (cc), may order such person to repair any damage at his or her own cost or to pay to the Municipality the costs of any damage caused to the hostel or any part of the hostel.