



Van Deventer & Van Deventer

— Incorporated —

Attorneys • Notaries • Conveyancers



**Greyvensteins**

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# Suggested clauses

- This offer is made by the purchaser subject to him being able to view the property in person within 3 days of it being allowed according to the applicable alert level during the nationwide lockdown and him giving written confirmation to his agent within 24 hours of viewing that he is to proceed with the purchase.

# VOETSTOOTS, PASSING OF RISK AND FIXTURES AND FITTINGS

- When a property is sold voetstoots, it is sold "as is" with all latent and patent defects. The purchaser cannot upon taking inspection claim for any defects to be remedied as the seller is protected by the principle of a voetstoots sale. This does not mean that the seller is protected against claims by the purchaser as a result of latent defects (not visible to the untrained eye) which the seller had or reasonably should have had knowledge of. The last phrase is an important statement as it broadens the scope of what is understood under "knowledge" of a latent defect. Examples of both.
- There are various cases in this regard. Look at *Ferraris v Odendaal* and *Banda v van der Spuy*.
- It is essential for agents to understand the importance of the seller's declaration. The new Property Practitioners' Act makes this mandatory.
- Fixtures and fittings are important here. Fixtures and fittings are seen to be inextricably linked to the fixed property and therefore forms part of it. The principle of voetstoots therefore is applicable here too. This means 2 basic things: 1) The property must be given to the purchaser on registration in the same condition it was in when he inspected it and 2) He has a claim against the seller for the remedying of latent defects to the property which the seller fraudulently hid from him. Examples.
- Fixtures and fittings: The intention of the seller when affixed is key. No rule that says it must cause damage when removed (eg. keys). Grey areas to look for when completing the seller's declaration: Bar chairs, stoves, mirrors, gas cylinders, security doors, blinds. Especially important when the property is tenanted.
- Risk will remain with the seller until registration unless the agreement of sale stipulates otherwise. Some OTP's stipulate that risk passes on occupation, save for the risk covered by the seller's insurance.
- How does one balance these 2 concepts? Risk vs voetstoots? Purchasers sometimes instruct conveyancers to "cancel the bond" or "to retain x amount". What are the implications?

# LAND USAGE – HOW, WHAT, WHERE AND WHEN

- The South African Registrar of Deeds, also known as the Deeds Office, is an independent directorate within the Department of Land Affairs. The Deeds Office is a government department responsible for the registration, management and maintenance of the property registry of South Africa. It is part of the department of Rural Development and Land Reform
- South Africa has one of the best Deeds Registry systems in the world providing the maximum protection of property due to the strict processes that are followed in registering a property within the Republic of South Africa
- There are ten (10) Deeds Offices in South Africa with the head office in Pretoria. The ten Deeds Offices are:
  1. Pretoria Deeds Office (Head Office)
  2. Johannesburg Deeds Office
  3. Cape Town Deeds Office
  4. Pietermaritzburg Deeds Office
  5. Bloemfontein Deeds Office
  6. Kimberley Deeds Office
  7. Vryburg Deeds Office
  8. Mpumalanga Deeds Office
  9. King William's Town Deeds Office
  10. Umtata Deeds Office
- Each Deeds Office operates independently of each other and are responsible for the registration and management of Deed information for their specific area.

- Information that can be obtained from the Deeds Office includes property information including registered bond amount, owner details, last sale date and price and property history, ordering copies of Title Deed document and Marriage (Antenuptial) contracts, tracking the progress of a property or bond registration and much more.
- The deeds registry is open to any member of the public to access information with regard to the following:
  - the registered owner of a property;
  - the conditions affecting such property;
  - interdicts and contracts in respect of the property;
  - purchase price of the property;
  - rules of a sectional title scheme;
  - a copy of an antenuptial contract (ANC), deeds of servitude, mortgage bonds, etc.;
  - a copy of a sectional title plan or the rules of a Sectional Title Scheme. (Note: this is not a certified copy; merely a copy for information purposes);
  - township establishment conditions;
  - information relating to a property or deed; and
  - information relating to the tracking of a deed through the registration process.

# Title Deeds – What can I learn from it?

- Every piece of land that is privately owned in South Africa is shown on a diagram or a general plan of the land, drawn up by a land surveyor and approved by the Surveyor-General, with the details recorded in a title deed.
- Where can I obtain a copy of the Title Deed?
  - The owner – if it has been paid in full and all the bonds over the property have been cancelled.
  - Financial institution – if there is a mortgage bond over the property.
  - A computer linked facility – Korbitec / Ghostpractice

## Removal of Title Deed Restrictions on Immovable Property

- Immovable property in the form of land is normally held legally by means of a title deed. This is a legal document which is registered at the Deeds Office and describes the particulars of specific property, such as its extent (size), ownership and the rights and restrictions pertaining to it.
- Many title deeds also contain detailed conditions that set out and regulate the way and extent to which a property may be used or developed by its owner, as well as restrictions in this regard. In addition to describing the rights, privileges and obligations in respect of owning a property, the purpose of such title deed conditions and restrictions are to protect the local amenity and character of the area for the benefit of surrounding property owners and the general public at large.

# What is a limited real right?

- They are property rights with real effect derived from a right of ownership over property. It comes into existence when new movable or immovable thing is formed.
- E.g.: servitudes, mortgages, registered long leases.
- They are registered against the title deeds of the property and are enforceable irrespectively whether or not the purchaser was aware of them at the time of the conclusion of the sale.
- A limited real right is therefore a right which one person has over another person's property. It restricts the use to which the latter person can use his property and thus limits his right of ownership.
- When a property is sold, it is always subject to the limited real rights registered over the property, unless the holder of the real right agrees to its cancellation.
- It is very important for every prospective purchaser of immovable property to know what rights are registered over the property and how these rights affect the use of the property.
- E.g.: Right of way – A purchaser might not want somebody to drive over his property.

# Servitudes

- A specific type of limited real right.
- A servitude is a limited real right in terms of which a burden is imposed on an immovable property restricting the rights, powers or liberties of its owner to a greater or lesser extent in favour of either another person or the owner of another property.

## Two main types of servitudes:

1. Praedial servitude: Registered in favour of the property and not the individual – transferable when the property is sold. Praedial Servitudes are divided into rural and urban servitudes and as there is no legal significance in this distinction, certain servitudes may be both rural as well as urban. Praedial servitudes are divided into rural and urban servitudes and as there is no legal significance in this distinction, certain servitudes may be both rural as well as urban.
  2. Personal servitude: Registered in favour of an individual who is not the owner of the property.
- Example: Usufruct which gives someone other than the owner the right to use the property (occupation) as well as the benefit of the “fruits”. Personal servitude is not transferable.



- As in the case of praedial servitudes, personal servitudes are normally created by agreement between the owners of the respective properties, followed by registration. Registration either takes place by means of a reservation in a deed of transfer, in the circumstances envisaged in section 67 of the Deeds Registries Act 47 of 1937, or by the registration of a notarial deed accompanied by an appropriate endorsement against the title deed of the property in respect of which the servitude is granted.
- As with the praedial servitude, a personal servitude can be cancelled by notarial agreement between the owner of land encumbered by the servitude and the holder of the servitude by Bilateral Notarial Deed of Cancellation or Unilateral Notarial Deed of Cancellation, if no obligation is imposed. A personal servitude also lapses where it is granted for a specific period only or on the death of the holder of the servitude.

## Example 1:

- If B grants A, in his capacity as owner of the property, a right of way over property 2, the right of way is a praedial servitude. Should A later sell his property to X, X would be entitled to exercise the servitude because he is the owner of the property.

## Example 2:

- If C grants to A, in his personal capacity the right to draw water from the borehole on property 3, this constitutes a personal servitude because the servitude is not granted to A as owner; it is granted to him personally. Should A sell Property 1 to X, X would not be entitled to exercise the servitude.
- Properties 2 and 3 can be sold by respective owners at any time, subject to the respective servitudes. Purchasers will be bound by this servitude whether they knew about them or not.
- However the personal servitudes may be for a fixed term (may use the borehole for 5 years) or it is granted until the occurrence of a future event and is enforceable by the owner of the property over which the servitude is registered.

# THE DIFFERENCE BETWEEN USUFRUCT, USUS AND HABITATIO

## Usufruct

- Usufruct is the right to enjoy the property of another and to draw from that property all the profit, utility and advantage which it may produce. The holder may dispose of the right to use and enjoy the property and its fruits to a third party (for the duration of the usufruct), by sale, lease or loan and is entitled to all products of the land and all profits and revenues derived from the property. The property may only be used in the manner in which it was intended, unless a new manner of exploitation would be considered sensible under the specific circumstances.

## Usus

- The holder of a right to usus is restricted to the use of the property by the holder him or herself. The fruits of the property may only be taken for the holder and his or her family's daily needs. The fruits may therefore not be sold nor the property leased out by the beneficiary, exceptions may occur under specific circumstances.

## Habitatio

- The right to habitation is applicable to a dwelling. The holder has the right to dwell in a house with his or her family and may lease or sublease the property. A diagram needs to be submitted to the Deeds Office when a right to habitation is registered in the case of a sectional title unit in which case the registered sectional plan will suffice.

# ZONING

## What are the different classes of Zoning on a property?

- The separation or division of a municipality into districts, the regulation of buildings and structures in such districts in accordance with their construction and the nature and extent of their use, and the dedication of such districts to particular uses designed to serve the General Welfare.

Zoning can be categorized into 3 sections:

1. **Residential: 1; 2; 3 & 4**
2. **Business: 1; 2; 3 & 4**
3. **Industrial: 1; 2 & 3**

### 1) Residential

- Residential 1 - the zoning which stipulates that properties can have a density of only one dwelling (house) per stand or erf.
- Residential 2 - allows a density of between 10 and 20 dwellings per hectare, bearing in mind that a hectare is 10 000 square metres (or just under 2.5 acres). This is obviously the ideal zoning for cluster housing or townhouse complexes.
- Residential 3 - permits a density of between 21 and 40 dwellings per hectare, and is therefore usually used for smaller cluster or townhouse complexes.
- Residential 4 - allows for a density of between 41 and 120 dwellings per hectare, and obviously caters for the construction of blocks of flats.

## 2) **Business**

- **Business 1** - the zoning one would seek for general business in the form of shopping centres or malls. This category is mostly unrestricted, which means that the developer or owner would be allowed to have almost any type of shop on the premises.
- **Business 2** - a zoning for a shopping centre, but with certain restricted businesses. For example, because of the location or immediate surroundings a restriction may be placed on opening a bottle store, or a pet shop.
- **Business 3** - a more strict zoning which will not allow a wider variety of businesses to open and operate in the centre.
- **Business 4** - the final zoning category for business, and does not involve shopping centres or malls at all. It provides for office use (with or without residential use) and is typified by the growing number of office parks that one sees in South African urban centres today.

## 3) **Industrial**

- **Industrial 1** - provides zoning for normal factories, warehouses or storage depots.
- **Industrial 2** - specifically for operations which can involve noxious and/or unpleasant odours and emissions.
- **Industrial 3** - caters for specific applications such as specialist workshops or mini-factories.

- **Coverage** – a term typically defined in a land use scheme which describes the footprint of a building structure on a subject property, seen from directly above the subject property. In other words, the coverage is a percentage of the land area of the subject property, derived from calculating such area within the confines of the outer delineation of the footprint of all building structures on the subject property seen from directly above the subject property (i.e. a 40% coverage on a site of 1000m<sup>2</sup> will be 400m<sup>2</sup> of area covered by buildings).
- **Density** - in planning terms, this typically refers to the occupational density which may be permitted on a subject property, usually expressed as a number of dwelling units per hectare of land. As an example, a density of 20 units per hectare on an erf measuring 1000m<sup>2</sup> will translate into an effective 2 dwelling units that may be erected on the land in question.
- **FAR/FSR** - Floor Area Ratio or Floor Space Ratio. A ratio typically expressed as a numeric figure (i.e. 0.5) being a factor that may be multiplied with the land area of a subject property (usually in square metres), the product of which will define the gross floor area that may be erected on the subject property in terms of a land use scheme (also commonly referred to as "bulk or bulk factor"). As an example, the FAR of 0,5, when applied to a site of 1000m<sup>2</sup>, will translate into a developable gross floor area of 500m<sup>2</sup>
- **SDP** – a Site Development Plan. This is a plan typically defined in a land use scheme which holistically illustrates the intended development on a subject property, indicating the position of the proposed building structures to be erected, access provisions, the provision of parking, landscaping, the imposition of building lines, the position of servitudes and related features. An SDP typically precedes the submission of a building plan.

# Sectional Title Schemes

What is a sectional title scheme?

- A residential sectional title scheme refers to the situation where owners individually own “sections” of a building or group of buildings, for example townhouse units in a complex or apartments in a block of flats. A section refers to the space between the four walls, including the windows, doors, ceiling and floor.

What does a sectional title owner actually own?

- A sectional title owner owns a “unit” in the sectional title scheme. A unit consists of a section (such as a flat or townhouse) and an undivided share (or percentage) of the common property i.e. areas that are shared and used by everyone. Some parts of the common property can also be designated as exclusive use areas, which means that just one owner or group of owners can use them (for example, parking bays or private garden areas).

What is the common property?

- All the parts of the sectional title scheme that are not part of sections are referred to as the common property. The common property includes spaces which everyone may use, like the gardens, the driveways, roads, corridors, staircases, lifts, recreational facilities, the entrance area and the outside of the building. Sectional title owners own their section as well as an undivided share (or percentage) of the common property. The body corporate controls the common property.

What are exclusive use areas?

- There are also areas on the property that may only be used by a specific owner or owners, for example, a private garden area or a parking bay. These are called exclusive use areas because these parts of the building are only for use by specific owners. Exclusive use areas are subject to the rules and regulations of the sectional title scheme.

What is a body corporate?

- A body corporate is a legal entity made up of all the owners in the sectional title scheme. The body corporate exists to represent the owners and manage and control the building/complex by making sure that its financial, administrative and physical needs are taken care of. Every owner of a unit in a sectional title scheme is a member of the body corporate. This happens automatically when you become an owner. As a result, membership of the body corporate is compulsory (you cannot refuse to be a member of the body corporate). An owner continues to be a member until they sell their unit to someone else or die. The body corporate has to meet at least once a year at an annual general meeting (AGM).

How is a body corporate established?

- When a developer builds a complex or block of flats, they will open a Sectional Title Register on the day that the first unit is transferred to the first owner. Once there are enough owners, the developer will call the first general meeting to formally establish the body corporate.



## What is an annual general meeting (AGM)?

- An AGM is a meeting held once a year by the body corporate (all the owners), trustees and managing agent. This meeting is held so that the trustees and managing agent can report on important issues. It also allows the body corporate to make important decisions. The AGM must be held within four months of the end of each financial year, unless the owners or trustees decide otherwise at a general meeting. The financial year runs from the first day of March to the last day of February. A quorum (certain percentage of all the owners in the scheme) must be present before the AGM can commence, and this depends on the number of units in a complex.

## How does voting work at AGMs?

- Voting at AGMs can take different forms depending on the issue being voted on. The first form of voting is a normal majority resolution. This means that the vote will be passed if the majority of the sectional title owners (determined by the value of their units or in numbers) vote for a certain resolution. This is the most common way in which the body corporate would vote on issues, for example when the body corporate votes for the trustees to be elected or to pass the annual budget of the sectional title scheme. There are other forms of voting that are used when deciding whether to change the management rules or conduct rules.

## What is a special general meeting?

- The owners or trustees can also call a special general meeting when specific issues come up that need to be dealt with by the whole body corporate. If an owner wishes to call a special general meeting, they must receive the support of at least 25% of the owners (by participation quota).

## What are trustees?

- At the AGM the body corporate elects a board of trustees. Trustees are owners (or non-owners as long as the majority of trustees are owners) that are elected by the body corporate to manage, administer and make decisions regarding the day-to-day running of the building or complex. Those elected remain trustees from the AGM where they were elected until the next AGM, where a new board of trustees is elected. The trustees must manage the building in terms of any instructions or restrictions (limitations) given by the owners at a general meeting.

## How many trustees should there be?

- There should be at least two trustees, but there is no maximum number. Normally, an odd number of trustees would be elected so that a tie could be broken during voting. Otherwise, a chairperson may be elected and they may be empowered to have two votes (so that their vote carries more weight) or to have veto powers (this means that a chairperson can stop or pass a vote on their own). The chairperson should be elected at the first meeting of the board of trustees from among the trustees.

## What are the responsibilities of the trustees?

- The trustees have a fiduciary duty towards the body corporate. This means that they are legally responsible for taking care of the property and money, on behalf of the rest of the owners in the body corporate. This would include the control, management and administration of the common property, making sure that owners' sections comply with the rules of the sectional title scheme, and making sure that levies are paid. The trustees may also appoint a managing agent to assist them with the daily running of the building or complex. The Sectional Titles Act says that the trustees must meet at least once every three months.

## What is a managing agent?

- The trustees may appoint a managing agent to deal with the daily running of the building. A managing agent may not make any decisions concerning the body corporate or the building without the approval of the trustees. When choosing a managing agent the trustees should make sure that the agent is a registered estate agent. Proof can be obtained by asking the candidates for a copy of their Fidelity Fund Certificate, which is issued by the Estate Agency Affairs Board (EAAB). This would mean that the body corporate would be covered by the EAAB's Fidelity Fund, which would protect the body corporate from losses arising from theft by the managing agent.

## What are the responsibilities of a managing agent?

- If a managing agent is appointed, they are generally responsible for:
  - Sending out levy statements;
  - Collecting levies;
  - Doing the bookkeeping;
  - Advising the trustees on matters;
  - Assisting with maintenance issues.

## What are the responsibilities of sectional title owners?

- Owners have a responsibility to maintain and take care of their sections, as well as pay the body corporate levy. Owners should also be aware of and obey the conduct rules of the body corporate (these are rules that everyone living in the complex or building must adhere to).

## What is a levy?

- A levy is a monthly payment that all of the owners in the sectional title scheme must pay to the trustees or managing agent (if there is a managing agent). Levies are charged so that the body corporate has enough money to pay for all of the expected expenses for the common property of the building. This would include the expected expenses for maintenance of the common property, administration, the managing agent's fee and, in cases where the water or electricity are measured by a bulk meter, the water/electricity contributions of the owners' specific section.

## How are levies calculated?

- The trustees must prepare a budget to determine the expected expenses needed for the effective running of the body corporate for the year.
- This allows the trustees to determine how much income is needed for the body corporate to cover these expenses. The levies are determined to ensure that the body corporate is able to pay for these expenses.
- As a result of the way that a sectional title scheme is structured, where an owner only owns a part of the overall complex, there has to be a way to figure out how much of the shared expenses each owner is responsible for.
- This is why levies are determined by using a participation quota. To determine the levy payable by each owner in a sectional title scheme the total yearly expenses for the building must be divided by 12 months, and then that figure must be divided according to the size of the unit and the participation quota of the owner.
- This means that larger units will pay more than smaller units, but the levy per square meter is exactly the same.

## What is a participation quota?

- A participation quota is an expression of the size of a section in relation to the total size of all of the sections should be expressed as a percentage to four decimal spaces. For example, a section that is 120m<sup>2</sup> in a scheme with an overall size of 1000m<sup>2</sup> (i.e. the joint size of all the sections is 1000m<sup>2</sup> ) has a participation quota of 12%. The Sectional Titles Act also states that the proportional quotas should be registered at the Registrar of Deeds.

How does a body corporate calculate how much each of the units owes for services?

- There are two kinds of costs that owners need to be aware of:
  1. Communal or common property costs for shared areas: If no special rules have been made as to how communal costs should be shared among owners, then the costs must be split among the owners according to their participation quotas.
  2. Exclusive use costs: These are the costs that apply to the units and exclusive use areas of the different owners. There are two ways in which the municipal services could be structured:
    - In some buildings there are individual meters. This means that the exact amount that each unit uses can be calculated and the managing agent can bill the owner accordingly.
    - In some buildings there are bulk meters. These meters record the amount of water or electricity used by the entire complex. That shared amount is then divided up among the owners using their participation quotas.

What kind of rules apply in a sectional title scheme?

- Because sectional title schemes are a form of communal or shared living, where lots of people live together in a building or complex, rules need to be made so that people act reasonably and do not negatively impact the living arrangements of others in the building.
- There are two sets of rules that apply in a sectional title scheme. The first are management rules that apply to the trustees, and the second set of rules are conduct rules that apply to all the owners or tenants living in the building.

## What are management rules?

- These rules describe the powers and responsibilities of the trustees and deal with the ways that the trustees manage the body corporate. The management rules (which can be found in Annexure 8 of the Sectional Titles Act) are prescribed for all bodies corporate and can only be changed by a unanimous resolution of the body corporate (this means that all the members of the body corporate must agree to the changes).

## What are the conduct rules?

- These rules determine the behaviour of the owners/tenants living in the scheme. The conduct rules try to ensure that owners/tenants who live in the complex do not use their sections or the common property in ways that negatively affect other owners or tenants' rights to enjoy their own sections or the common property.
- The trustees have a duty (as representatives of the body corporate) to enforce the conduct rules. The conduct rules can be found in Annexure 9 of the Sectional Titles Act. These rules can be applied as they are provided for in the Sectional Titles Act or the members of 12 the body corporate could decide to change these rules at a general meeting if they pass a special resolution (this means that at least 75% of the members must agree to the change – this is in terms of numbers and participation quota).

# Body Corporate Rules and Fines

- The purpose of rules in a community scheme is to provide guidance on how residents, who share common facilities, must conduct themselves. Naturally, it is imperative that the rules are enforced in order to make them effective.
- Before we look at how to enforce rules, let's first distinguish between the types of sectional title rules.

## Types of rules

- Sectional title schemes have management and conduct rules as prescribed in the Sectional Titles Schemes Management Act, 8 of 2011 (STSMA) and these rules apply to all bodies corporate who have not made any amendments to their rules.
- **Management rules** provides specific guidance on how trustees should manage the scheme, how its meetings must be conducted, voting procedures at meetings, etc.
- **Conduct rules** deal with how residents and tenants must conduct themselves, including issues such as noise disturbance, being a nuisance to others, use of common property, etc.

## Changing the body corporate rules

- There are three ways in which rules may be changed or amended:
- The **developer** can change or amend the rules **prior** to the registration of the scheme. Only after the scheme has been registered, the members are allowed to change or amend the rules (at a special general meeting).
- **Members** can propose changes to the **management rules** and vote for them at a special general meeting. Voting is decided by **unanimous resolution**, as long as 80% of the members are present at the meeting and 100% of the members (present in person or represented by proxy) vote in favour of the proposed changes.
- **Conduct rules** can be amended or changed by **special resolution**. A minimum of 33,33% of the members must be present at the meeting and 75% of the members (present in person or represented by proxy) must vote in favour of the proposed changes.



## Who decides if the rules can be changed?

- Contrary to popular belief it is *not* the trustees that make changes or amend rules. Trustees (or members) may propose changes but members still need to approve the proposed changes or amendments at a special general meeting.

## Imposing fines or penalties without registered rules

- Once amended, all body corporate rules must be registered. After the body corporate has approved its new or amended rules at a special general meeting, the rules must be submitted to the local Community Schemes Ombud Services (CSOS) for review and approval.
- The rules only become enforceable once CSOS has issued a certificate to the body corporate approving the amendments or additions.
- The prescribed management and conduct rules do not make provision for fines or penalties to be charged to owners who are in breach of the body corporate rules. If a scheme's rules does not include amendments to allow for fines and/or penalties, trustees are not allowed to charge fines or penalties to the owner's levy account.

## How to impose fines and penalties

- Once the amended rules of the scheme have been certified by CSOS, the body corporate can start to enforce them in the scheme.
- Owners who have breached the rules of the scheme are invited to a trustee meeting where they are afforded an opportunity to present their case and defend their actions.
- If the person transgresses the rules again following the meeting, the trustees must provide the transgressor with a written warning that informs them that any further wrongdoing will result in a fine that will be charged to their levy account.
- In the case of a tenant being the transgressor, the owner will be held responsible for the actions of their tenant and will be liable for any fine charged.

- **Fines** are mostly imposed for noise disturbance, parking transgressions, storing of goods on balconies, etc. On the other hand, **penalties** may be imposed where owners built unauthorised extensions to sections or place structures on exclusive use areas that was not approved.
- Under the Community Schemes Ombud Services (CSOS) Act, the body corporate and its members can approach CSOS to mediate any situation where they feel the other party has been unreasonable.
- An owner may request CSOS to rule that incorrect procedures were followed in issuing a fine or penalty, or that it was issued unfairly. On their part, the body corporate may approach CSOS to rule that an owner must pay the fine or penalty charged in terms of the scheme's rules.

## Conclusion

- While the prescribed rules contained in the STSMA provide a sound basis for the management of a scheme and the conduct of its residents, it remains up to the trustees and members of the scheme to add or amend relevant rules to ensure efficient management of their scheme.
- Schemes that struggle with unruly residents will be well advised to amend their rules to include fines or penalties.