



EMFULENI LOCAL MUNICIPALITY

HOUSING

BY-LAWS RELATING TO THE MANAGEMENT AND CONTROL OF FLATS OWNED OR ADMINISTERED BY THE HOUSING DEPARTMENT

Application of by-laws

- 1 These by-laws apply to all complexes owned or administered by the Municipality.

Definitions

- 2 In these by-laws, unless the context otherwise indicates "animal" means any dog, cat, bird, horse, mule, donkey, bull, cow, ox, heifer, calf, sheep, goat, pig, ostrich, meerkat, 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 Traffic police service;
- d) a member of the Municipality's By-Laws Unit;
- e) a member of a private security company contractually engaged by the Municipality to perform certain duties on behalf of the Municipality; or
- f) an employee of the Municipality duly authorised to perform a specific function within or in relation to a complex;

"complex" means a rental housing estate or block or blocks of flat units which collectively form the cluster of buildings commonly known as flats, and includes the land on which

the complex's buildings are situated and the common areas, parking lots and all other fixed assets relating to the complex as a whole;

"contractual agreement" means a contractual agreement entered into between a tenant and the Municipality in terms of which the tenant occupies a rental flat unit in a complex;

"caretaker" means the person assigned or appointed by the Municipality to manage and control a complex on the Municipality's behalf or any person acting in the caretaker's stead or on his or her behalf;

"Municipality" means the Emfuleni Local 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 tenant or which does not comply with the requirements of -

- 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 tenant or other person in a complex; and

"tenant" means a person who occupies a rental flat unit in a complex in terms of a contractual agreement with the Municipality.

Appointment of caretaker

- 3 The Municipality must, in respect of one complex or more, appoint an officer or assign one of its officials as caretaker to manage and control such complex in accordance with these by-laws and any contractual agreement between a tenant and the Municipality.

Duties

- 4 The caretaker must, in respect of any complex 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 complex;
 - b) ensure that copies of these by-laws are posted and maintained in a prominent place in the complex, for the information of the tenants and all other persons visiting the complex;
 - c) ensure that all the passages, stairways, communal facilities and pathways are kept in a clean, hygienic and safe condition;
 - d) keep a register of all the tenants in the complex, in which register must be entered the following details in respect of the tenancy of each flat unit in the complex in terms of the applicable contractual agreement:
 - (i) The number of the flat unit;
 - (ii) the name and identity number of the tenant;

- (iii) the reference number of the file of the caretaker that contains a copy of the tenant's contractual agreement;
 - (iv) the number of the tenant's rental account;
 - (v) the number of the tenant's municipal services account;
 - (vi) the previous address of the tenant; and
 - (vii) the names, addresses and telephone numbers, if any, of at least two family members of the tenant who do not live at the same address as the tenant; and
- e) manage and control the complex in accordance with these bylaws and any applicable contractual agreement.

Application for tenancy

- 5 (1) Any person who is desirous of obtaining tenancy of a flat unit in a complex owned or administered by the Municipality must apply for such tenancy on the application form prescribed by the Municipality and must submit the application form to any office of the Municipality's housing department. The Municipality's housing department must enter the details of the application in its housing waiting list, which must chronologically rank all applications in the order of the date of their receipt.
- (2) When a flat unit in a complex becomes vacant or available for allocation, the caretaker must inform the Municipality's housing department, which must allocate the flat unit to the person ranked chronologically as the first-in-line applicant in the housing waiting list referred to in subsection (1), provided that such person
- a) qualifies for accommodation in the flat unit in terms of the Municipality's housing policy;
 - b) understands, accepts and undertakes to abide by the terms and conditions for accommodation in the flat unit as laid down in the contractual agreement and these by-laws; and
 - c) enters into the contractual agreement with the Municipality.
- (3) When a flat unit in a complex is allocated to a tenant in terms of subsection (2), he or she must -
- (a) satisfy himself or herself that the flat unit is in good order and condition; and

- (b) immediately report any defect to the caretaker, who must keep a record of all defects.

Right of entry

- 6 (1) The caretaker or any other authorised officer has, at all reasonable times and with due regard to the rights and privacy of any tenant, the right to enter, without interference or obstruction by the tenant or any other person, any flat unit in a complex for the purpose of inspecting the flat unit or performing any other work that may be deemed necessary.
- (2) Subject to the provisions of these by-laws, no person may enter, be present in, sleep over in or accept accommodation in any flat unit in a complex, or in any part of the complex, without the implied or express permission of a specific tenant of the complex, who must in respect of all matters relating to the conduct, actions

Furnishing of names and addresses

- 7 (1) If a person is present in a complex and he or she is not a tenant or a member of a tenant's household, such person must, when so requested by the caretaker or an authorised officer, furnish the caretaker 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 complex.
- (2) If a person contemplated in subsection (1) does not, in the opinion of the caretaker or authorised officer, provide any of the required personal particulars or a reasonable explanation for his or her presence in the complex, such person must be requested to leave the complex immediately, failing which an authorised officer must be requested to remove the person from the complex.

Terms and conditions of complex tenancy

- 8 Any tenant, including any member of his or her household, and any other person present in a complex must comply with the following terms and conditions in addition to the terms and conditions contained in a contractual agreement:
 - (a) No tenant may relinquish or transfer his or her right to occupy a flat unit in a complex 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 flat unit in a complex, or any other part of the complex, other than that which is allocated to him or her in terms of his or her contractual agreement.
- (c) No person may occupy a flat unit in a complex without having personally entered into a written contractual agreement with the Municipality in respect of such flat unit unless such person -
 - (i) is a member of the legal tenant's household; or
 - (ii) is visiting the legal tenant as a guest of the tenant's household.
- (d) No person may use a flat unit in a complex, or any other part of the complex, or any equipment or resources of the complex (such as water, electricity, the land or a parking lot) to conduct any business or other commercial activity in, from or near the complex.
- (e) No person may by any wilful or negligent act damage any flat unit in a complex, or any other part of the complex. 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 member of a tenant's household or by a person visiting a tenant's flat unit with the tenant's permission, the damage is imputed to the tenant, in which case such tenant and such member or person must be held jointly and severally liable for compensating the Municipality for the damage.
- (f) A tenant must at all times keep his or her flat unit in a good, clean and habitable condition and the passage in front of his or her flat unit in a clean, tidy and safe condition.
- (g) Clothes, linen, eating utensils and other personal or household effects may not be washed, cleaned or repaired in any passageway in front of a flat unit in a complex 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 tenants must at all times make use of such receptacles for the disposal of rubbish, litter and other waste materials and strictly comply with the Municipality's Solid Waste By-laws in all other respects.
- (i) No tenant may, in his or her flat unit in a complex, or anywhere else in the complex, keep any animal or pet or allow any other person to keep any animal or pet.

- (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 complex. 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 complex must be deemed to have been abandoned by their owner and must be dealt with in accordance with section 10.
- (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 flat unit in a complex or on the balcony of the flat unit or in any other part of the complex, 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 flat unit in a complex or drive or allow a nail or screw to be driven into any wall, ceiling or accessory of the flat unit or any other part of the complex. 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 keep or store any inflammable, hazardous or dangerous substance or material which might jeopardise the health or safety of any other person in a flat unit in a complex, or anywhere else in the complex.
- (n) (i) No person may –
- (aa) harass, intimidate or threaten any tenant or other person in a complex;
 - (bb) threaten or commit any act of physical violence against any tenant or other person in a complex;
 - (cc) swear at or use foul, abusive or threatening language or behaviour towards any tenant or other person in a complex; or
 - (dd) in any flat unit in a complex, or anywhere else in the complex, perform, commit or allow any act which, in the opinion of the caretaker, causes or may cause a nuisance to the Municipality, to any tenant or other person in the complex, or to any other person in the neighbourhood.
- (iii) 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 caretaker, 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 tenant's contractual agreement and the eviction of such a tenant from his or her flat unit and from the complex 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 tenant or any other person may suffer in any flat unit in a complex or in the complex itself, 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 flat unit or the complex or any part thereof has fallen into a state of disrepair or has become defective.
- (p) No hawkers' stall may be run or kept and no meeting or fundraising event or other event may be held in a building of a complex, or in or at any common area or parking lot of a complex, without the express written permission of the caretaker. Any common area or parking lot of a complex must be under the control of the caretaker, and such parking lot may not, without the express written permission of the caretaker, 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 complex 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 flat unit in a complex or from any other part of the complex, and any act of dumping or littering on the premises of a complex must be treated as a contravention of the Municipality's Solid Waste By-laws.
- (s) No person may, in a complex, 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 complex 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 complex any condition whatsoever which is offensive, injurious or dangerous to the health and safety of any tenant or any other person in the complex.

Contravention of terms and conditions of complex tenancy

9 (1) Should any tenant -

- (a) after due written warning by the caretaker, persist in contravening or ignoring the terms and conditions of tenancy as set out in these by-laws or the contractual agreement; or
 - (b) be convicted of any offence in terms of section 12; the caretaker may serve notice in writing on such tenant, giving him or her 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 tenant to vacate his or her flat unit on a specified date, irrespective of whether the tenant has paid his or her monthly rental in advance and irrespective of whether or not the advance rental has been refunded to the tenant on that date.
- (3) For the purposes of these by-laws, the advance rental referred to in subsection (2) must be regarded as an entirely separate matter.

Abandonment of right to tenancy

10 (1) Should a tenant for a period of 60 consecutive days absent himself or herself from his or her flat unit in a complex or fail to personally occupy the flat unit without informing the caretaker in writing of -

- (a) his or her intention so to absent himself or herself; and
- (b) the proposed date of his or her return to resume permanent occupation of the flat unit; the caretaker is entitled to -
 - (i) assume that the tenant has abandoned his or her right to tenancy of the flat unit;
 - (ii) immediately cancel the contractual agreement between the tenant and the Municipality without any form of notice to the tenant; and

- (iii) inform the Municipality's housing department that it may reallocate the flat unit to another applicant on the housing waiting list referred to in section 5.
- (2) Any property or personal effects of a tenant or other occupant of a flat unit that are found in the flat unit formerly occupied by such tenant or occupant must be removed by the caretaker and kept by the caretaker 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 flat unit under the provisions of subsection (1), the property or personal effects must be sold to the best advantage by the caretaker or a person designated by the caretaker, who must, after deducting 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) nothing in this subsection contained may deprive the rightful owner of such property or personal effects or any heir of a deceased tenant of his or her right to the balance of the proceeds of the sale; and
 - (b) any such property or personal effects that are, in the opinion of the caretaker, valueless may be destroyed or otherwise disposed of by the caretaker or the person designated by the caretaker.
- (3) The caretaker must maintain a register in which is recorded and appears -
- (a) particulars of all ostensibly abandoned property or personal effects belonging to former tenants or occupants and kept in terms of these by-laws;
 - (b) the date of the removal of the property or personal effects in terms of subsection (2) and the name and flat unit number of the owner thereof;
 - (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 caretaker to the effect that the property or personal effects were valueless.

Motor vehicles, wrecks and movable structures

- 11 (1) In any complex, a motor vehicle may be parked solely at or in a place designated for parking or set aside by the caretaker for parking. If a motor vehicle is parked at or in -
- (a) a place not designated for parking or set aside by the caretaker for parking, the caretaker 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 caretaker may, after duly notifying the owner or driver of the motor vehicle, remove the motor vehicle or have it removed to a place directed by the caretaker, and the expense of such removal may be recovered from the owner or driver of the motor vehicle.
- (2) (a) Notwithstanding anything to the contrary in these by-laws contained, a tenant who is the owner of a vehicle wreck or other movable structure or thing which, in the opinion of the caretaker, is unsightly or the keeping of which has not been authorised by the caretaker, may be ordered by the caretaker in writing to remove the vehicle wreck or movable structure or thing within ten days after the date of such order being issued.
- (b) A person convicted of an offence contemplated in section 12(ii) must, within a period specified by the caretaker, 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 caretaker has the right to remove the vehicle wreck or other movable structure or thing to a suitable place and, if the 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.

Offences and penalties

- 12 (1) A person is guilty of an offence if he or she
- (a) fails or neglects to comply with any provision of these by-laws;
 - (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 complex;

- (d) occupies a flat unit in a complex without personally having entered into a contractual agreement with the Municipality, except where such person is a member or a visitor of a tenant's household;
- (e) removes or defaces a copy of these by-laws which the caretaker has posted in a prominent place in a complex in accordance with section 4(b);
- (f) (i) obstructs, litters or soils any passage, stairway, communal facility or pathway in a complex 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 complex or which poses an obvious threat to the safety or security of any tenant of the complex or the complex itself; or
 - (ii) fails or neglects to remove such object, structure or thing immediately when instructed by the caretaker to do so;
- (g) fails or neglects to pay any monies due and payable to the Municipality in terms of these by-laws, a contractual agreement or any other statutory provision;
- (h) fails or neglects to provide the caretaker with the information contemplated in section 4(d);
- (i) fails or neglects to vacate a flat unit 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 flat unit allocated to such person;
- (j) hinders, obstructs or prevents the caretaker or an authorised officer from exercising, in accordance with section 6(1), the right to enter any flat unit;
- (k) enters, is found present in, sleeps over in or accepts accommodation in any flat unit in a complex, or any part of the complex, without the implied or express permission of a specific tenant of the complex;
- (l) (i) loiters in or is found present in a complex while not a tenant or a member or visitor of a tenant's household and fails or neglects to furnish the caretaker or an authorised officer with his or her full name, identity number, address and a reasonable explanation (in the opinion of the caretaker or authorised officer) for his or her presence in the complex; or

- (ii) intentionally furnishes the caretaker or 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 complex;
- (m) fails or neglects to leave the complex immediately when requested to do so by the caretaker or authorised officer in terms of section 7(2) or resists any attempt by an authorised officer to remove him or her from the complex in terms of section 7(2);
- (n) hawks, peddles, trades, offers or solicits for sale any goods of whatever nature in a complex, irrespective of whether or not he or she is a tenant or a member or visitor of a tenant's household;
- (o) relinquishes or transfers his or her right to occupy a flat unit in a complex 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 flat unit in a complex, or any part of the complex, other than that which was allocated to him or her in terms of his or her contractual agreement with the Municipality;
- (q) uses a flat unit in a complex, or any part of the complex, or any equipment or resources of the complex (such as water, electricity, the land or a parking lot) to conduct any business or other commercial activity in, from or near the complex;
- (r) wilfully or negligently damages a flat unit in a complex, or any other part of the complex;
- (s) fails or neglects to keep his or her flat unit in a good, clean and habitable condition or to keep the passage in front of his or her flat unit 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 complex 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 flat unit in a complex, or anywhere else in the complex, any animal or pet or allows any other person to keep any animal or pet;
- (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 complex;
- (x) hangs any linen or clothing or allows any linen or clothing to be hung on the outside or from the window of a flat unit in a complex or on the balcony of the flat unit or in any other part of the complex 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 flat unit in a complex, or in any other part of the complex;
- (z) keeps or stores in a flat unit in a complex, or anywhere else in the complex, 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 tenant or other person in a complex or swears at or uses foul, abusive or threatening language or behaviour towards a tenant or other person in a complex or threatens or commits an act of physical violence against a tenant or other person in a complex, or performs, commits or allows in a complex any act which, in the opinion of the caretaker, causes or may cause a nuisance to the Municipality, to any tenant or other person in the complex, 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 complex or in a common area or parking lot of a complex without the express written permission of the caretaker;
 - (cc) removes, tampers with or damages any fire hose, fire extinguisher or other fire extinguishing equipment of a complex 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 flat unit in a complex, or from any other part of the complex, or commits any

act of dumping or littering on the premises of the complex in contravention of the Municipality's Solid Waste By-laws;

- (ee) sells or solicits the sale, in any flat unit in a complex, or in any other part of the complex, 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 tranquility in a complex 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 complex any condition whatsoever which is offensive, injurious or dangerous to the health and safety of any other person present in the complex;
- (hh) parks a motor vehicle at or in a place other than that which is designated or set aside by the caretaker for parking purposes, or fails or neglects to remove immediately a motor vehicle so parked when requested to do so by the caretaker in terms of section 11(1) or by 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 caretaker in accordance with section 11(2);
- (jj) disturbs the public peace and tranquility in a complex 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; or
- (kk) organises, commits or participates in any act of gambling in a complex, or organises, conducts or participates in any game or entertainment in a complex which is likely to cause a disturbance, nuisance or annoyance to any tenant of the complex or which is likely to lead to public indecency or the subversion of sound moral standards in the complex.

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

- (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 complex 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 complex or any part of the complex.