



29 King Edward Street  
 Newton Park  
 PORT ELIZABETH  
 6045

P.O. BOX 7116  
 Newton Park  
 PORT ELIZABETH  
 6055

TEL. 041 3650074  
 FAX. 041 3650380

**LEASE AGREEMENT FOR A RESIDENTIAL PROPERTY**

BETWEEN : \_\_\_\_\_

ID / CK / Company / Trust / Reg. No: \_\_\_\_\_  
 ("The Landlord")

And : \_\_\_\_\_

ID NO: \_\_\_\_\_  
 ("The Tenant")

**DETAILS OF PREMISES**

PROPERTY DESCRIPTION	
SITUATED AT (Street Address)	
UNIT	
FLAT / HOUSE/TOWN HOUSE	
GARAGE / PARKING BAY	
SERVANT'S / DOMESTIC'S ROOM / STOREROOM	

**TENANT INITIAL COSTS**

LEASE PREPARATION FEE	R
DEPOSIT	R
RENTAL	R
REFUSE CHARGE	R
INTEREST BEARING ACC ADMIN FEE	
<b>TOTAL</b>	R

## 1. DEFINITIONS AND EXPLANATIONS

- 1.1 In this Agreement, the words below mean the following:
- 1.1.1 "The Consumer Protection Act" / "CPA" means the Consumer Protection Act 68 of 2008, together with all of its regulations and schedules, as amended from time to time;
- 1.1.2 this "Agreement" shall mean this Lease between the Landlord and Tenant together with its annexures;
- 1.1.3 the "Initial Period" shall mean the period of the Lease as described in 2.3 and 2.4
- 1.1.4 "Premises" shall mean the leased premises;
- 1.1.5 "Landlord" shall mean the authorized signatory for the registered owner, or his appointed Agent;
- 1.1.6 "Tenant" shall mean the person/s or entity leasing the Premises as per this agreement;
- 1.1.7 "Business Day" shall mean any day of the week, excluding Saturdays, Sundays and public holidays;
- 1.1.8 "Month" shall mean a calendar month;
- 1.1.9 "Rent" shall mean the monthly rental that must be paid by the Tenant to the Landlord for leasing the Premises;
- 1.1.10 "Deposit" shall mean the amount/s the Tenant must pay to the Agent before moving into the Premises;
- 1.1.11 "Date of Signature" shall mean the date on which this Lease is signed by the last party to do so;
- 1.1.12 "Body Corporate/HOA" refers to the body corporate or home owners association applicable to the Premises;
- 1.1.13 "VAT" shall mean value added tax;
- 1.1.14 Any reference to one gender includes the other gender and any reference to the singular includes the plural and vice versa;
- 1.1.15 The words "Lessor" and "Landlord" may be used interchangeably, and mean the same;
- 1.1.16 The words "Lessee" and "Tenant" may be used interchangeably, and mean the same;
- 1.1.17 "Fair wear and tear" means damage or loss to an item at the property which happens as a result of ordinary use and exposure to the elements over time as described in 8.1.12;
- 1.1.18 "Tribunal", means the Rental Housing Tribunal as described in the Rental Housing Act No. 50 of 1999

## 2. THE LEASE

- 2.1 The Landlord hereby Leases to the Tenant the Premises, and the Tenant hires the Premises from the Landlord on the terms of this Lease.
- 2.2 The Landlord appoints **Jack Allers Group** as his duly authorized Agent to manage the Premises as set out in the mandate to Let.
- 2.3 For a lease **not exceeding** 24 months:  
This Lease shall be for a period of \_\_\_ months and shall start on \_\_\_\_\_  
and end on \_\_\_\_\_  
(the 'Initial Period').  
The date of occupation is on the \_\_\_ day of \_\_\_ of 20\_\_ (if different from the start date of lease).

2.4 Should the Lessor be unable to give the Lessee beneficial occupation of the said Premises on the Lease commencement date, for any cause howsoever, the Lessee shall have no claim whatsoever against the Lessor or his Agent and shall be obliged to take occupation of the said Premises on the date tendered, which shall not be more than 14 days after the lease commencement date. In this instance, the Lessee will receive a pro rata remission in the rental based on the amount of days they have been deprived of occupation.

### **3. DEPOSIT**

3.1 The Tenant when signing this Lease will pay a deposit. This deposit is there to allow the Landlord/Agent to fix up the Premises if there are any damages, to pay the Landlord any rental that was not paid by the Tenant during the Lease Period, to pay for any electricity, water and charges as referred to in Clause 5, to replace lost keys/security remotes or discs when the Tenant leaves the Premises at the end of the Lease, or any time before, and to pay the Agent any fees outstanding at the time the tenant leaves the premises. The deposit may be paid over a maximum period of two months, with a minimum first amount due equal to the monthly rent. The deposit amount due is

R \_\_\_\_\_ (IN NUMBERS) \_\_\_\_\_ (IN WORDS).

3.2 When the deposit is given to the Agent, the Agent will invest the deposit either in a bank or in accordance with the rules of the Estate Agency Affairs Act ("the EAAA"). The Tenant requests that the deposit must/must not be placed into a separate interest bearing account. Should the Tenant request the deposit to be paid into a separate interest bearing account, he/she agrees that it will only be transferred to the account once the full deposit due has been received.

3.3 The EAAA requires the Agent to pay any interest on the deposit to the Estate Agency Affairs Board, ("the Board") and a portion of such interest shall be repaid to the Agent in accordance with the EAAA or, if the deposit was invested in the bank, then the deposit and the interest will be paid to the Tenant on the same basis as provided for in Clause in 3.2.

3.4 The Agent is aware at all times that this deposit belongs to the Tenant and is only allowed to be removed from such account when entitled to do so, or when the Tenant instructs in writing on the same basis as provided for in clause 3.1.

3.5 If there is any increase in the rental that the Tenant must pay, the Tenant must pay an additional amount towards the deposit so that the deposit is always equal to \_\_\_\_\_ month/s of the new rental amount. This amount must be paid by the 1<sup>st</sup> of the month in which the rental has increased from.

3.6 It is specifically recorded that the Tenant cannot ask the Landlord to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease.

### **4. PAYMENT OF RENTAL BY THE TENANT**

4.1 The Tenant's rental to be paid to the Landlord in an amount of  R \_\_\_\_\_ (IN NUMBERS)  
 \_\_\_\_\_ (IN WORDS)

Such rent is to be paid by debit order via the Agents debit order collection system.

4.2 The Tenant must ensure that the Rental clears the Landlord's nominated bank account by the 1<sup>st</sup> (First) day of each and every month during the subsistence of the Lease, including all and any Renewal Periods.

4.3 The Tenant will be charged interest on any overdue Rental at a rate of 2% per month, calculated from the first day of the Month on which such Rental was due until the date of payment of such Rental by the Tenant in full.

4.4 The Tenant is not allowed to reduce the monthly Rental that is due according to this Lease for any reason whatsoever.

4.5 All payments received from the Tenant will first be allocated to any Outstanding Agent Costs, before allocating to Rent, municipal charges, deposit etc.

## **5. CHARGES BY SERVICE PROVIDERS THAT ARE DUE BY TENANT**

- 5.1 The Tenant will have to pay to the Agent all amounts that the Landlord gets billed for, as set out below -
- 5.1.1 electricity;
  - 5.1.2 water;
  - 5.1.3 DSTV; Armed Response and
  - 5.1.4 gas, sewerage, refuse removal, including any increases in these amounts.
- 5.2 If the Tenant does not repay the Landlord any amount which the Landlord pays in terms of Clause 5.1 or if the Landlord pays a service provider directly for any amount which is due and owing by the Tenant, the Landlord shall be entitled, in its discretion, to deduct such amount paid by the Landlord from the Tenants holding Deposit or to claim such amount from the Tenant.
- 5.2.1 If the Landlord deducts the amount from the Tenants holding Deposit, the Tenant must immediately pay the shortfall back to the holding Deposit. Failure to pay such shortfall shall constitute a Material Breach of this Lease.
- 5.3 It is recorded that any failure by the Tenant to timeously pay any amount due by it to a service provider or to the Landlord shall constitute a Material Breach of this Lease.

## **6. THE CONDITION OF THE PREMISES**

- 6.1 The Tenant confirms having inspected the premises before signing this Lease, in the condition in which they stand, and acknowledges that they are fit for the purposes for which they are let.
- 6.2 The Tenant and the Landlord or Agent will get together and inspect the Premises before the Tenant moves in to see if there are any damages.
- 6.3 A list of those damages, if any, will be written down on an inspection report and attached to this Lease. If the Tenant does not come to the inspection even when asked by the Landlord or his agent, the Landlord or his agent will inspect the Premises without the Tenant who hereby agrees to the findings, subject to the tenant supplying the Agent with his/her own additional damages on an inspection report within 7(seven) days from taking occupation.
- 6.4 Recording of the defect or damage in writing does not presuppose that the Landlord has taken responsibility to have the defect or damage remedied. This recording is a mere acknowledgement that the defect or damage exists and that the defect or damage was not caused by the Tenant.
- 6.5 When the Lease ends, the Landlord or Agent and the Tenant shall get together and inspect the Premises to see if there were any damages caused to the Premises or furniture (if the Premises contained the landlord's furniture) while the Tenant stayed there.
- 6.6 If the Tenant does not come to the inspection even when asked by the Landlord or his agent, the Landlord or his agent will inspect the Premises without the Tenant to see if there were any damages and then the Landlord will be allowed to take off any money from the Tenant's deposit and pay the Tenant whatever is left plus interest earned. This will be done between 14 (fourteen) and 21 (twenty one) days after the Landlord has done this inspection or after the damages are repaired.
- 6.7 The Landlord shall be entitled to deduct money from the Deposit to repair any damage caused to the Premises by the Tenant.
- 6.7.1 The Landlord shall be entitled to charge the Tenant for any amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Tenants Deposit.

## **7. USE OF PREMISES**

- 7.1 The Tenant will only use the Premises for Residential Purposes. i.e. to live, not work from or run a Business from.

## **8. GENERAL OBLIGATIONS OF THE TENANT**

### **8.1 The Tenant must:**

- 8.1.1 look after the Premises (grass, garden beds, Pruning of trees, pool, pool motor, pool equipment, gates and any and all other items left for the tenants use) and ensure that the Premises is kept clean and in good order and condition;
- 8.1.2 Maintain all keys, locks, doors and windows and all accessories in the Premises;
- 8.1.3 Regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;
- 8.1.4 when the Lease ends because of the Tenant leaving, or the Landlord ending the Lease, the Agent will have the carpets cleaned by a professional carpet cleaning company prior to a new tenant taking occupation at the vacating Tenants expense;
- 8.1.5 Respect the rights of use and enjoyment of neighbours at all times;
- 8.1.6 keep the Premises clean inside, as well as outside by not leaving or allowing litter, weeds, or cut grass to pile up and not to be put in rubbish bins;
- 8.1.7 be responsible for the cost of clearing any blockages and obstructions in the drains, sewage pipes and water pipes on the Premises, deemed to have been caused by the Tenant/s or their visitors/guests/servants;
- 8.1.8 repair or replace any broken, damaged or missing items within the Premises belonging to the Landlord, unless these items were recorded as being broken, damaged or missing on the entry inspection;
- 8.1.9 Make payment of all amounts to which the Landlord is legally entitled as and when such payments are due and payable;
- 8.1.10 replace at his expense, any light bulbs or fluorescent tubes that were operational at time of occupation;
- 8.1.11 vacates the premises on the termination of this Lease, unless;
- 8.1.11.1 A renewal of the Lease has been signed prior to the expiry of this lease or;
- 8.1.11.2 The Agent/Landlord has agreed in writing that the tenant may enter into a month-to-month lease agreement;
- 8.1.12 return the Premises at the end of this Lease in the same order and condition in which it was received, Fair Wear and Tear expected;
- 8.1.13 at his own cost have the furniture (where applicable) cleaned by a professional cleaning company prior to the Termination date, to the satisfaction of the Landlord. It is specifically recorded that if the Landlord is unhappy with the state of the furniture (if applicable), the Landlord may appoint its own professional cleaning company to clean the furniture (where applicable) and claim such costs for the cleaning from the Tenant;
- 8.1.14 ensure that, should the Tenant or any other person smoke or have smoked on the premises, the Tenant shall at its own cost restore the Premises to the pre-smoking condition, making specific mention that the Premises must be professionally cleaned, fumigated and treated for aromas and the like;
- 8.1.15 ensure that, should the Tenant be permitted to keep pets on the Premises, that such pets do not cause any damage to any movable or immovable property located on the Premises, including the garden and grass etc;
- 8.1.16 ensure that, should no pets be permitted to enter the Premises, that no pets, including pets belonging to visitors of the Tenant will enter the Premises at any time and for any reason whatsoever;

- 8.1.17 ensure that, should pets be kept or have been kept on the Premises, the Tenant shall at its own cost restore the Premises to the pre-pet condition, making specific mention that the Premises must be professionally cleaned, fumigated and treated for aromas and the like;
- 8.1.18 ensure that, the premises is left in a clean and tidy condition on vacating the premises, failing which, the tenant agrees to the Agent having the property cleaned by a professional cleaning service and to deduct the same from the Tenant's holding Deposit;
- 8.1.19 at all times maintain adequate insurance in respect of all movable property brought onto the Premises, by an insurance company of the Tenant's choice and make prompt and regular payment of all insurance premiums in respect of such insurance and in this regard the Tenant specifically acknowledges and agrees that the Landlord shall in no way be liable for any damages caused, for any reason, to moveable property brought onto the Premises by the Tenant.
- 8.2 The Tenant must not:**
- 8.2.1 Act against or allow the breaching of any law or by-law which affects the Premises;
- 8.2.2 Sublet the Premises, or part thereof, or allow any third party to reside in or occupy the Premises without the prior written consent of the Landlord;
- 8.2.3 Allow any refuse to accumulate inside or outside the Premises;
- 8.2.4 Make any structural changes or additions to the Premises;
- 8.2.5 Stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
- 8.2.6 Drive nails, hooks or any other objects into any portion of the Premises;
- 8.2.7 Paint the interior or exterior of the Premises without first obtaining the prior written consent of the Landlord;
- 8.2.8 Interfere with the electrical, plumbing or gas system in the Premises, unless the Tenant is doing maintenance which is permitted in terms of this Lease;
- 8.2.9 Use any gadgets or tools or keep any liquids which may explode and cause the insurance policy of the Landlord to be questioned by the Landlord's insurers;
- 8.2.10 Keep pets on the Premises without first obtaining written permission from the Landlord and Body Corporate/HOA to do so;
- 8.2.11 do anything which may potentially cause damage to the Premises or which may be potentially harmful to neighbours;
- 8.2.12 hang or place any signs, notices or advertisements anywhere inside or outside the Premises without the prior written consent of the Landlord;
- 8.2.13 make any improvements to the Premises without the prior written consent of the Landlord, and in this regard, the Tenant specifically acknowledges and agrees that upon termination of the initial Period (or any subsequent period) any improvements made by the Tenant shall be deemed to be the property of the Landlord, unless otherwise agreed to in writing between the Parties;
- 8.2.14 hold back on any payment owed to the Landlord/Agent for any reason whatsoever;
- 8.2.15 tell the Landlord that the deposit held by the Landlord/Agent, is to be used for the rental for the last month of the Lease;
- 8.2.16 remove any of the Tenant's furniture or other movable property during the subsistence of this Lease, as legally such property can be sold by the Sheriff of the Court in the event that the Tenant does not pay his Rental in accordance with the provisions of this Lease.
- 8.2.17 when the Lease ends, or is ended by the Landlord, hold onto the keys to the Premises. The Tenant shall give the keys back to the Agent, at the Agent's offices, by latest 12pm on the day after the Lease ends;

- 8.2.17.1 In the event of the Tenant failing to return the keys, remotes and security disks on the expiry of the Lease, and no time extension has been granted by the Landlord or his Agent, the Tenant will be responsible for;
- 8.2.17.2 a Locksmith charge to cut new keys, replace remotes and security disks (if all are applicable to the said Premises);
- 8.2.17.3 any resultant loss to the Landlord and/or costs the new Tenant may incur, as a result of the Tenant with-holding any keys, remotes or security disks;
- 8.2.18 remove trees or plants, or effect any alteration to the garden, without the Landlord's prior written consent;
- 8.2.19 park, or allow any of his visitors to park, a vehicle on any area of the property/complex, other than which has specifically been allocated for use by the Tenant or his visitors;
- 8.3 The Tenant agrees that the penalty charges in clause 17.3.1 and 17.3.2 are reasonable and will be applicable, should he cancel this lease at the commencement date, due to not viewing the Premises before signing this Lease Agreement.

## **9. RULES OF THE BODY CORPORATE**

- 9.1 The Tenant agrees that he will read and understand the Body Corporate rules and further agrees that the terms of the Body Corporate are an essential part of the Lease. In this regard, the Tenant agrees that any breaching of the Body Corporate rules by himself, his household, guests or visitors is considered by the Landlord to be a breach of the terms of this Lease and the Lease can be cancelled on that basis as well as any penalties that the Tenant may cause the Landlord by his actions herein is allowed to be deducted from the deposit that the Landlord/Agent holds on the Tenant's behalf. A copy of the rules is attached hereto.
- 9.2 The Tenant agrees to move into the unit only between the hours of 8am and 8pm, or as stated specifically in the body corporate rules, unless written permission by the Agent is obtained.

## **10. MAXIMUM OCCUPANTS**

- 10.1 The Premises shall be occupied by no more than \_\_\_occupant/s as stated and agreed to by the Landlord on approval of your signed Application Form. Any increase in occupancy must first be applied for in writing to the Landlord for his consent and approval.

## **11. MAINTENANCE AND REPAIR WORK TO THE PREMISES**

- 11.1 In the event the Tenant does not do repair work which he is supposed to, the Landlord is allowed to do the work and send the Tenant the bill for payment.
- 11.2 If there is work to be done to the Premises, which is not the Tenant's fault; the Tenant must tell the Landlord or his Agent at least within two weeks of finding out that work needs to be done. If the Tenant does not do so, the Tenant will be forced to have the work done at his own cost.

## **12. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD**

- 12.1 It is recorded that the Landlord, the Agent, its Agents and or Contractors may require access to the Premises from time to time in order to inspect the Premises or to make repairs, alterations, additions, modifications or improvements to the Premises.
- 12.2 In this regard, the Tenant agrees to give the Landlord, the Agent, its Agents and or Contractors access to the Premises for the purposes referred to in Clause 12.1, provided that the Landlord or Agent must give the Tenant reasonable notice of its need for such access.
- 12.3 In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, the Agent, its Agents and or Contractors immediate access to the Premises.

**13. NUISANCE**

13.1 The Tenant and his household, guests or visitors must behave properly and not disturb neighbours or cause damages to anyone else's Premises or property.

**14. RIGHT TO PUT TO LET AND FOR SALE SIGNS ON/ ALONGSIDE THE PREMISES**

14.1 The Landlord/Agent is allowed to put "TO LET" and/or "FOR SALE" notices on the Premises 60 days before the Lease ends and the Tenant will allow the Landlord/Agent the right to enter the Premises to show people whom might want to rent or buy the property. The Tenant will receive at least 24 hours' notice by the Landlord/Agent in this regard.

14.2 If the Landlord puts the Premises up for Sale, the Tenant hereby agrees to allow any Agent that the Landlord appoints, to have a show-house in the Premises on 2 (two) Sundays per month between the hours of 14:00 and 17:00. The Tenant specifically agrees to allow the Landlord or Agent the right to contact him on such day.

14.3 In the Tenants' final month of occupation, the Tenant specifically agrees to accepting at least three 30 minute appointments per week (between the hours of 12:00 and 18;00) to enable the Landlord/Agent to show potential tenants the property.

**15. ADDRESSES WHERE TENANT AND LANDLORD WILL RECEIVE LETTERS AND NOTICES**

15.1 The Landlord chooses 29 King Edward Street , Newton Park , Port Elizabeth as the address where he will receive all letters and notices. (Domicilium citandi et executandi)

15.1.1 The Tenant chooses \_\_\_\_\_ as the address where he will receive all letters and notices. (Domicilium citandi et executandi)

15.1.2 Any letters or notices that either the Landlord or Tenant sends by registered post to the other person shall be considered received 4 (four) days after the date of posting.

15.2 Letters or Notices delivered to the Premises by hand or sent to the facsimile number or email address on the following details below, shall be considered received on the date of delivery or transmission.

15.3 Notwithstanding anything to the contrary contained herein, a written notice of communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding, that it was not sent to or delivered to its chosen domicilium citandi et executandi.

The Landlord: Fax number : 041-3650380

Email address: rpm1@jackallers.com

The Tenant: Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

**16. LEGAL COSTS**

16.1 The Tenant accepts liability for all legal costs on an attorney/ own client scale as per clause 36.

**17. TENANT'S RIGHT TO CANCEL IN TERMS OF THE CONSUMER PROTECTION ACT**

17.1 The Tenant may cancel this agreement at any time, and for no particular reason or cause, provided that the Tenant gives the Letting Agent and the Landlord at least 20 (twenty) business days' notice of the decision to terminate the agreement. The notice of termination must be in writing sent by registered mail to the domicilium citandi et executandi of the Landlord and the Agent. Should this agreement be terminated by the Tenant in terms of this clause the Tenant will be charged a reasonable early cancellation fee.

17.2 The Landlord will accept the Tenant's termination and terminate all services provided the Tenant has paid the Agent the following:

17.2.1 All outstanding amounts owed to the Agent and Landlord by the Tenant in terms of the Lease Agreement, including the early cancellation fee, and this will include all amounts up to the date of termination of this agreement.

- 17.2.2 The Tenant must pay the early cancellation fee together with any other outstanding amounts thereto upon receipt of the final, invoice, which will set out outstanding amounts and the early cancellation fee, prior to terminating this agreement.
- 17.3 The early cancellation fee that the Agent and the Landlord will charge is the lesser of the two amounts as set out below, calculated as follows:
- 17.3.1 Twenty-Five percent (25%) of the total value of the Lease contract or
- 17.3.2 Twenty-Five percent (25%) of the total value of the remainder of the Lease period.
- 17.4 In the event that the Agent or the landlord by acting diligently, is able to find another suitable Tenant to enter into a new Lease, which is equal to or longer than the remaining period of the cancelled lease and does so within a period of time before the next month's rental would be due and payable, then the Tenant will only have to pay the advertising costs incurred plus an Administration Fee of R950.00 for finding a new Tenant.
- 17.5 Should the Tenant cancelling the Lease, bring a suitably approved Tenant to the Agent on the day of cancellation, the Tenant will only be charged an Administration Fee of R950.00.
- 17.6 In the event of no written notice being given, such a Tenant shall be liable for the remainder of the rental agreement for the full outstanding balance of the Lease.
- 17.7 If this Lease resulted from any direct approach to the Tenant by the Landlord or Agent, the Tenant will be entitled to cancel the Lease on written notice to the Agent without reason or penalty, within 5 (five) business days of signing the Lease and be entitled to a refund within 15 (fifteen) business days thereafter, of any and/or all payments made to the Landlord or Agent in regard of the Lease.

## **18. RELAXATION OR INDULGENCES**

- 18.1 If the Landlord does not choose to act against the Tenant, even if the Tenant does not follow the Lease, it does not mean that the Landlord cannot demand that the Tenant complies with the Lease at any time thereafter.
- 18.2 If the Landlord cancels this lease and the Tenant disputes the right to cancel and remains in occupation of the premises, the Tenant shall, pending settlement of such dispute, continue to pay on the due date the rental and other amounts due in terms of this lease and the Landlord shall be entitled to accept and recover such payments without prejudice to the Landlord's rights in regard to cancellation.

## **19. SURETYSHIP**

- 19.1 If the Tenant is a body corporate, partnership/association, company, corporation or trust, the Lease will not be valid unless the directors, members or trustees of the Tenant commit themselves in writing on behalf of the Tenant as surety and co-principal debtor to the satisfaction of the Landlord as per attached deed of suretyship.
- 19.2 If the person signing this Lease is not the Tenant, then the person signing accepts his liability jointly and severally with the Tenant as surety and co-principal debtor for amounts which may become due to the Landlord by the Tenant at any time in terms of this Lease.

## **20. GENERAL**

- 20.1 The Landlord and Tenant agree that the Lease contains all the terms that have been agreed to between them, and that no changes to the Lease will be valid unless the Landlord and Tenant agree in writing and sign that/those change/s.
- 20.2 If any provision of this Lease becomes or is found to be unlawful, invalid or unenforceable, the rest of this Lease will not be affected and shall be severable from the provision in question (to the extent that it is invalid, unenforceable or unlawful) and the remaining provisions of this Lease shall remain in full force and effect.
- 20.3 The Tenant will not be allowed to sue the Landlord or Agent for any loss, damage or injury which the Tenant may have or experience unless it is because the Landlord or Agent was grossly negligent or the Party being sued has breached the provisions of the CPA and/or the Rental Housing Act.

- 20.4 The Landlord is under no obligation to protect the Tenant against unlawful disturbance, (e.g. neighbours causing a nuisance) in such a case the Tenant must take the appropriate legal action him/herself.
- 20.5 The Landlord or his Agent shall not be responsible for interrupted lift services, or supply of electric current to the premises, where the cause is outside of the Landlords' control.

## **21. TENANTS WHO ARE FOREIGNERS**

- 21.1 If the Tenant is not a Citizen or permanent resident of South Africa, he/she confirms that he/she:
- 21.1.2 is not in the Country in contravention of the Immigration Act 13 of 2002; and
- 21.1.3 he/she has permission to be in the Country for the duration of this Lease (including any renewal periods).
- 21.2 It is the Tenant's duty alone to comply with the provisions of Clause 21 and the Landlord shall not be liable to the Tenant for any loss or damage sustained or incurred by the Tenant as a result of any breach of the undertakings contained in this Clause.

## **22. SIGNING ON BEHALF OF ANOTHER**

If a person is signing this Lease on behalf of another, the person doing so is confirming that they have the right to do so and, by such signature is agreeing, together with the person they are representing, to be equally bound to the terms of this Lease. In such an instance, the person signing, will need to produce such signed power of attorney.

## **23. MATRIMONIAL PROPERTY ACT**

The Landlord and Tenant hereby confirm that they have complied with all the terms necessary in terms of the Matrimonial Property Act 88 of 1984. This means that if any person signing this Lease is married in community of property, the spouse of that person signing the Lease will be considered to have agreed and given the necessary permission to the person signing the Lease.

## **24. TENANT CONSENT CLAUSE**

- 24.1 The Tenant hereby agrees and allows:
- 24.1.1 the Landlord or the Landlord's Agent, at all times, to contact, request and obtain information from any credit provider (or potential credit provider), including RENTMASTER, or registered credit bureau that may be necessary to assess the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant;
- 24.1.2 the Landlord or the Landlord's Agent to furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord

## **25. ONE OR TWO COPIES OF A LEGAL DOCUMENT**

This Lease and any annexures that are signed by the Landlord and Tenant on different copies of the same documents will still be seen as being signed on one copy between the Landlord and Tenant.

## **26. ELECTRICAL COMPLIANCE (IF THE LANDLORD AND TENANT HAVE AGREED)**

If the Landlord and Tenant have agreed that the Tenant is going to be responsible for any electrical installation (safety, safe use and maintaining) then the Tenant will be responsible for that installation as if he was the Landlord himself and produce an electrical compliance certificate to the Agent.

## **27. UNDERSTANDING OF THIS LEASE AGREEMENT**

The Tenant agrees that he has read and understood this Lease, has been explained all necessary clauses by the Agent, has been advised of all his rights in terms of the Lease and of the relevant sections of the Consumer Protection Act, if applicable, and signs this Lease, freely and voluntarily.

## **28. LANDLORD**

28.1 The landlord shall:

28.1.1 be responsible for the maintenance and upkeep of the exterior of the Building, including the roof;

28.1.2 Be responsible for the maintenance and upkeep of all ceilings, all fixed wall and floor coverings, all doors and windows, geysers, air conditioning, plumbing, lighting (excluding bulbs),

28.1.3 be responsible for the prompt payment of Rates, Levies and/or any other service charges due on the Property. Please refer to clauses 3.1 and 9 on the 'Mandate to Let' document;

28.1.4 Be entitled to demand that the Lessee at his expense, during the currency of the lease, re-instate the property to the same condition as it was at the date of signing this Lease (in cases where it is identified that the Tenant has not been looking after the property and has been negligent);

28.1.5 Pay to the Agent, commission on all rental paid by the Tenant at the percentage agreed to in the 'Mandate to Let' as well as any ancillary costs incurred by the agent referred to in the 'Mandate to Let' i.e. clauses 3.1, 4d and 9. The Landlord agrees that the commission and the ancillary costs mentioned above may be deducted from the rental, before being paid over to him.

28.1.6 Without delay, on being informed by the Tenant or Agent, repair any structural defects on the Premises that may cause injury to the occupants;

28.1.7 In the case of furnished accommodation, insure, maintain and repair all equipment and furniture let with the Premises (this excludes damage caused by the tenant);

28.1.8 Keep the Premises insured against structural damage or destruction caused by fire, flooding or any other act of God

28.2 It is further recorded that should the Tenant purchase from the Landlord the property herein leased during the term of this Lease, or within 12(twelve) months after vacating the property, that **JACK ALLERS GROUP** was instrumental in finding the Purchaser, and therefore the Landlord shall be obliged to pay **JACK ALLERS GROUP** his agency commission of 4.5% (Four and a half percent) of the selling price payable at registration of the Sale.

## **29. NOTIFYING TENANT OF END OF LEASE PERIOD**

29.1 The Landlord or his Agent will notify the Tenant not more than 80 (eighty) and not less than 40 (forty) business days before the Lease period ends and inform the Tenant as per clause 15 above:

29.1.1 The date the Lease period ends;

29.1.2 The changes that will apply if the Lease is renewed or which continues on a month to month basis and attach those changes to the letter;

29.1.3 Any material changes to the Lease that will apply to such automatic renewal;

29.1.4 That the Tenant retains the right to cancel the Lease as stated above unless the Tenant tells the Landlord that he does not want the Lease to continue or agrees to the Lease being renewed for a further Lease period and which the Tenant must let the Landlord know, not less than 20 (twenty) business days before the Lease period ends.

29.2 In a case where the Initial Period in clause 2.3 has ended, and this Lease continues on a month-to-month basis, at least 20 (twenty) business days' written notice needs to be received from the Tenant or the Landlord to end the Lease.

### **30. BREACH OF THIS LEASE BY THE TENANT FOR NON-PAYMENT**

- 30.1 In the event of the Tenant not paying the Rental or any other monies due in terms of this Lease on the date upon which such monies are due and payable in terms of this Lease then the following action will be taken;
- 30.1.1 **Final Demand for Non Payment** – A Final Demand will be issued to the Tenant in writing granting 7 (Seven) days' notice to remedy the Breach of non-payment. Failing this, the Landlord shall then instruct the Agent to Handover any and all amounts due by the Tenant, at the time of this Breach of non-payment, to the Attorneys for collection, as per Clause 36.
- 30.1.2 **Cancellation of Lease** – It is further, specifically recorded that should the Tenant remain in Breach, after receiving written notification, for a duration of 20 (Twenty) Business Days, that the Landlord shall exercise his right, in terms of this Lease, to cancel this Lease forthwith and without further notice and claim all and any damages suffered by the Landlord from the Tenant.
- 30.1.3 Should the Lease be cancelled by the Landlord due to non-payment, the Tenant and all other persons occupying the Premises through and/or under the Tenant shall immediately vacate the Premises and allow the Landlord to take occupation thereof.

### **31. BREACH OF THIS LEASE BY THE TENANT IN ANY OTHER FORM**

- 31.1 As for any other Breach of this Lease by the Tenant, whereby an immediate remedy is called upon, for example, Body Corporate Rules/Conduct Rules, Rules for Pets and the behavior of Pets etc., the Tenant agrees to rectify/remedy such Breach with immediate effect or within the period as set out and stipulated by the Landlord, Body Corporate, Managing Agents or Trustees. Failure to rectify/remedy such Breach within the period as stipulated, will result in a Material Breach of this Lease and that the Landlord shall exercise his right, in terms of this Lease, to cancel this Lease forthwith and claim all and any penalties or damages suffered by the Landlord from the Tenant as per Clause 36.
- 31.1.1 Should the Lease be cancelled by the Landlord for any other Material Breach of this Lease, the Tenant and all other persons occupying the Premises through and/or under the Tenant shall immediately vacate the Premises and allow the Landlord to take occupation thereof.
32. In the event of the Landlord cancelling this Lease in accordance with his rights hereunder and in the event of the Tenant disputing the right to cancel and remain in occupation of the Premises, the Tenant shall, pending settlement of such dispute either by negotiation or by litigation or by determination of the Tribunal, continue to pay an amount equivalent to the rent provided for in this Agreement in advance as hereinbefore provided and shall continue to pay, on due date any other amounts for which he is responsible hereunder and the Landlord shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice to, and shall not in any other way whatsoever effect the Landlord's claim for cancellation.
- 32.1 Should the dispute be determined in favour of the Landlord, payment made and received in terms of Clause 32 above, shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the Agreement and/or the unlawful holding over by the Landlord, but without prejudice to another claim which the Landlord may have against the Tenant for damages or otherwise. Should the dispute, however, be determined in favour of the Tenant, payments made and received by the Landlord in terms of Clause 32 shall be deemed to be on account of the rent payable by the Tenant in terms of this Agreement.
- 32.2 Should there be a dispute as to the determination of the defaulting party; the Agent shall retain the Deposit in trust until such dispute is resolved either by agreement between the Landlord and/or the Agent and the Tenant or by order of a competent court or Rental Tribunal.
33. It is recorded that, the Landlord or its Agent has the right, if deemed necessary, to approach the Rental Tribunal for any clarification or application of this Lease in any matter that may arise against the Tenant for the duration of this Lease, including all and any renewal periods.

34. The Tenant shall be in breach of contract if, in the event of the Tenant being a company, close corporation, trust or partnership, where there is a change in membership of the company, close corporation, trust or partnership without the Landlord being advised of this.
35. The Landlord and Tenant agree that the Magistrates Court where the property is situated is the Court that will be used if a matter regarding this Lease needs to be argued.
36. In the event of a breach of any of the conditions of this contract and upon the Landlord's, or its Agents, instructions to any Attorney to institute an action against the Tenant for arrear rental, damages in respect of the property or any other damages suffered by the Landlord due to the Tenants breach of the Lease or to commence with eviction proceedings, then the Tenant shall be liable for all legal fees on an Attorney and own client scale, collection charges and interest at the legal rate.
37. The provisions of the clause shall remain valid and enforceable notwithstanding the cancellation or other termination of this lease.

**38. BREACH OF THIS LEASE BY THE LANDLORD**

- 38.1 If the Landlord commits a Material Breach of this Lease, the Tenant may apply to a Court:
- 38.1.1 for the recovery of any damage suffered by the Tenant as a result of such Material Breach; and
- 38.1.2 for specific performance by the Landlord of any obligation under this Lease.
- 38.2 The Tenant may also cancel this Lease, without penalty, if the Landlord does not remedy the Material Breach within 20 (Twenty) Business Days of notification being sent to the Landlord instructing the Landlord to do so.

**39. THE LANDLORD'S RIGHT TO CANCEL THE LEASE WITH THE AGENT**

- 39.1 If the Landlord cancels the Lease with the Agent by giving 20 business days' notice, the Agent will be entitled to charge the Landlord a penalty of 25% of remaining commission due according to the Lease, and the Landlord hereby agrees that this is a fair and reasonable cancellation penalty.
- 39.2 In addition to the cancellation penalty mentioned in 39.1, the Agent will be entitled to charge the Landlord a finder's fee of R820.00, should the Tenant still reside in the Premises, and such Tenant was found by **JACK ALLERS GROUP**.

**40. CANCELLATION OF THIS LEASE BY THE LANDLORD BEFORE THE EXPIRY OF THE INITIAL PERIOD**

- 40.1 The Landlord may cancel this Lease on 2 (Two) months written notice on the following conditions:
- 40.1.1 the Landlord intends to move in to the Premises; or
- 40.1.2 the Landlord intends to sell the Premises.
- 40.2 If the Landlord opts to cancel the Lease as per Clause 40.1.1 and Clause 40.1.2, the Landlord agrees to comply with the provisions of Clause 39.1 and Clause 39.2.
- 40.3 The Landlord may cancel this Lease on 7 (Seven) days' notice to the Tenant in the following circumstances:
- 40.3.1 The Landlord or the Members of the Body Corporate (as the case may be) become aware that the Tenant is conducting any kind of criminal activity from the Premises, as defined in the Criminal Procedure Act 51 of 1977;
- 40.3.2 The Landlord suspects or is notified of the fact that the Tenant is in any way dealing in counterfeit goods, as defined in the Counterfeit Goods Act 37 of 1997; or
- 40.3.3 The tenant remains in continuous Breach of this Lease for a period of 3 (Three) months and fails to remedy such Breach, despite being notified of such Breach, in writing, on 3 (Three) or more occasions by the Landlord.

#### 41. ADMINISTRATION CHARGES

- 41.1 Cheque or Debit Order is returned unpaid by the Tenant's Bank for any reason whatsoever - R260.00;
- 41.2 Any amount that becomes due by the Tenant according to this Lease, and is not settled in full by the Tenant on its due date, will be charged with an Administration Fee of R220.00;
- 41.3 R22,00 per sms/fax/telephone call/ email/letter sent or made to the Tenant as a result of the rent not paid by the due date(in the case of a registered letter, the costs of the registration fee will be added) ;
- 41.4 Final Demand to pay any amounts due in terms of this Lease – R50,00;
- 41.5 Reconcile account and Settlement Statement – R50,00;
- 41.6 To blacklist a Tenant with a Credit Bureau for non-payment of any amounts due in terms of this Lease – R260.00;
- 41.7 Should it be necessary to do a follow-up inspection due to the Landlord or Agent finding the property not kept in the condition as required in this lease – R350.00;
- 41.8 Appointments made with inspectors, and not kept by the Tenant – R350.00;
- 41.9 If the Tenant pays any amounts due, according to the lease, in cash/cheque, the Tenant will have to pay the following bank charges with their cash/cheque deposit (The charges below will be increased, when the bank increases their charges):

Deposits	Fee
<b><u>CHEQUES</u></b>	
Deposit at FNB ATM with envelope or ATM advance	R60.00
Deposit at branch (per deposit)	R60.00
<b><u>CASH</u></b>	
FNB ATM Advance and FNB ATM with envelope	R8.40 plus R2.50 per R100.00
FNB Branch	<b>R8.40 plus:</b>
R0.00 – R4999.99	R3.50 per R100.00
R5000.00 – R14 999.00	R2-50 per R100.00
R15 000.00 – R49 999.99	R2-50 per R100.00

- 41.10 Collection Fee on Arrear Rentals -10%;
- 41.11 Debit order charge – R10.90;
- 41.12 Correspondence received and Attended to – R10.90;  
*Note: All above charges are inclusive of VAT.*
- 41.13 The Lessee accepts any increases in charges stated in **Clause 41** as and when they are implemented for the duration of this Lease (including all and any renewal periods).

#### 42. DESTRUCTION OF PREMISES

- 42.1 Should the premises be completely destroyed for any reason whatsoever (e.g. fire) during the course of this Lease in such manner as to render the same untenable and should the Landlord elect to rebuild/make right same within 30 days, then this Lease shall not in consequence be terminated, but the Tenant shall not be liable for payment of any rent during the period of such rebuilding. In the alternative, the Landlord shall have the option of declaring the Lease cancelled and at an end and the Tenant shall have no claim against the Landlord or his Agent as a result of such cancellation.

42.2 Should the premises be only damaged or partially destroyed, the Landlord shall still have the option of rebuilding the damaged section. If he rebuilds, the Tenant shall be entitled to a total or partial reduction of his rent, according to the period for which he is deprived of the beneficial enjoyment of the areas damaged or partially destroyed.

**43. SPECIAL CONDITIONS:**

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**SIGNATORIES**

Signed by the LANDLORD at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
LANDLORD  
(on behalf of and duly  
authorised)

\_\_\_\_\_  
AS WITNESS (1)

\_\_\_\_\_  
AS WITNESS (2)

Signed by the TENANT at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
TENANT  
(on behalf of and duly  
authorised)

\_\_\_\_\_  
AS WITNESS (1)

\_\_\_\_\_  
AS WITNESS (2)

Signed by the AGENT at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
AGENT/PRINCIPAL

\_\_\_\_\_  
AS WITNESS (1)

\_\_\_\_\_  
AS WITNESS (2)