

LEASE AGREEMENT

LEASE AGREEMENT

Entered into between:

Name: _____

Identity No.: _____

Address: _____

("the Landlord")

and

Name: _____

Identity No.: _____

Address: _____

("the Tenant")

1. PROPERTY

The Landlord lets to the Tenant the following property:

(Insert property description and physical address of the property)

2. PERIOD

The lease will commence on _____ (insert date, month, year) and will remain in force for a period of _____*months/years (delete whichever is not applicable) until _____ (insert date, month, year).

3. RENT

3.1 The rent will be an amount of _____ per month, and shall be subject to an annual escalation of _____% per annum.

3.2 The Tenant shall pay the rent:
3.2.1 in cash, without deduction or set-off;

- 3.2.2 in advance on the _____day of each month, commencing on(insert date, month, year).
- 3.2.3 to the Landlord at_____ (insert address), or at such other place as the Landlord may nominate in writing from time to time.

4. DEPOSIT

- 4.1 The Tenant shall pay a cash deposit of R_____ (_____ Rands) prior to receiving occupation of the property.
- 4.2 The Landlord shall invest the deposit in a non-interest bearing account with a financial institution.

5. PRE-OCCUPATION INSPECTION

- 5.1 The Tenant and the Landlord must jointly, before the Tenant moves into the property, inspect the property to ascertain the existence, or not, of any defects or damage therein with a view to determining the Landlord's responsibility for rectifying any defects or damage, if any.
- 5.2 A copy of the list of defects must be attached to this lease.
- 5.3 The Landlord shall take all reasonable steps to repair the defects within a reasonable time.

6. USE OF PROPERTY

- 6.1 The Tenant shall use the property for residential purposes only. The Tenant shall not, except with the prior written permission of the Landlord, use the property for any other purpose.
- 6.2 The Tenant is not permitted to have more than _____(insert number) persons residing on the property at any given time.
- 6.3 While the lease is in force, the Tenant shall:
- 6.3.1 comply with all laws affecting the occupation of the property;
 - 6.3.2 not contravene or permit the contravention of, any condition of title under which the Landlord owns the property, or any laws, rules or regulations affecting the owners, tenants or occupiers of the property;
 - 6.3.3 not create any nuisance from the property;
 - 6.3.4 not do or keep on the property anything which may not be done or kept in terms of any policy of insurance in respect of the property or which shall enhance any of the risks against which the property is insured;

6.3.5 comply with any House Rules that are applicable to the property.

7. MAINTENANCE OF THE PROPERTY

- 7.1 The Tenant shall use the property for no purpose other than that for which the property is let and shall maintain the whole of the property throughout the period of the lease, in good order and condition;
- 7.2 The Tenant shall maintain the whole of the property in good order and condition and keep the property clean, habitable and tidy and care for and maintain the garden and swimming pool, if any, and be responsible for the maintenance, repair, upkeep and/or decoration, as the case may be, of the interior of the property including all ceilings, all wall and floor coverings, all doors and windows, all cooking, heating, cooling, lighting, plumbing and air-conditioning installations (and any part of any such doors, windows and installations) and gas installations or any systems serving the property, as well as all other fixtures, fittings, furnishings and any machinery and equipment in or on the property.
- 7.3 The Landlord or its agent will be entitled, at all reasonable times and upon reasonable notice, to enter and inspect the premises.

8. IMPROVEMENTS

- 8.1 The tenant shall not make any structural alterations or additions to any of the buildings that form part of the property or any part thereof, without the Landlord's prior written consent, which shall not be unreasonably withheld.
- 8.2 Any alterations or additions made with the Landlord's consent shall be carried out by the Tenant at his/her own cost by persons having the necessary skill, expertise and experience, which persons shall be approved by the Landlord in writing prior to the commencement of any work.
- 8.3 The tenant will not be entitled to remove any alterations or additions that he/she has made. On termination of the lease they will remain the property of the Landlord, either with or without compensation, as agreed upon in advance between parties in writing.

9. RATES AND OTHER CHARGES

- 9.1 The Landlord shall pay all rates and taxes and/or Body Corporate levies (if applicable) levied by the local authority or any other competent body on the property.
- 9.2 The Tenant will liable for all other charges in respect of the property, including charges for electricity, refuse removal, sanitation, sewerage and water.
- 9.3 The Tenant shall not sub-let the whole or any party of the property without the written consent of the Landlord.
- 9.4 The Tenant shall not cede or assign this lease.

10. DESTRUCTION OF THE PROPERTY

- 10.1 Should the property be completely destroyed or be so damaged as to render the property entirely uninhabitable, then the Landlord shall be entitled to declare the lease cancelled within 30 (Thirty) days after the destruction or damage to the property on written notice to the Tenant.
- 10.2 Should no such notice be given by the Landlord, this lease shall not be cancelled, but shall continue on the following terms and conditions:
 - 10.2.1 If such destruction of the property was due to the fault of the Tenant or his family or servants or any person allowed onto the property by the Tenant, the Landlord shall be entitled to claim payment of such damages as he / she may have suffered.
 - 10.2.2 If the property is only partially uninhabitable, the Tenant shall remain in occupation of the undamaged portion of the property and the Tenant shall be entitled to a proportionate abatement of the rent to the extent to which the Tenant is deprived of beneficial occupation of the property.
 - 10.2.3 The Landlord undertakes to complete the repairs to the property within a reasonable time of the damage occurring and upon completion of the repairs the full rental shall immediately again become payable by the Tenant, with effect from the date upon which the Tenant resumes full occupation of the property.

11. CONDITION OF PROPERTY TO BE RETURNED TO LANDLORD

- 11.1 On termination of this lease, for whatever reason, the Tenant shall immediately return the property to the Landlord in the same good condition and order as it was at the commencement of this lease,

fair wear and tear excepted, together with all keys and other items provided to the Tenant by the Landlord during the lease period.

12. DUTIES OF LANDLORD

- 12.1 The Landlord must, upon request from the Tenant, furnish the Tenant with a written receipt of all payments received by the Landlord from the Tenant.
- 12.2 Such receipt must be dated and clearly indicate the address, including the street number and further description, if necessary, of the property in respect of which payment is made and whether payment has been made for rental, arrears, deposit or otherwise, and to specify the period for which payment is made;
- 12.3 The Landlord must attach a copy of the House Rules as an annexure to this lease agreement.

13. INSPECTION AND RETURN OF PROPERTY ON EXPIRY OF LEASE

- 13.1 At the expiration of the lease the Landlord and the Tenant must arrange a joint inspection of the premises, at a mutually convenient time to take place within a period of three days prior to such expiration, with a view to ascertaining if there was any damage caused to the property during the Tenant's occupation thereof;
- 13.2 Failure by the Landlord to inspect the property in the presence of the Tenant is deemed to be an acknowledgement by the Landlord that the property is in good and proper state of repair and the Landlord will have no further claim against the Tenant.

14. RETURN OF DEPOSIT

- 14.1 On the expiration of the lease, the Landlord may apply the deposit and interest towards the payment of all amounts for which the Tenant is liable under the said lease, including the reasonable cost of repairing damage to the property during the lease period and the cost of replacing lost keys and the balance of the deposit and interest, if any, must then be refunded to the Tenant, by the Landlord, not later than 14 days of restoration of the property to the Landlord;
- 14.2 The relevant receipts which indicate the costs which the Landlord incurred must be available to the Tenant for inspection as proof of such costs incurred by the Landlord;

- 14.3 Should no amounts be due to the Landlord in terms of the lease, the deposit together with the accrued interest in respect thereof must be refunded by the Landlord to the Lessee, without any deduction or set-off;
- 14.4 Failure by the Landlord to inspect the property in the presence of the Tenant is deemed to be an acknowledgement by the Landlord that the dwelling is in good and proper state of repair and the Landlord will have no further claim against the Tenant, whom must then be refunded, in terms of this subsection, the full deposit plus interest by the Landlord;
- 14.5 Should the Tenant fail to respond to the Landlord's request for an inspection, the Landlord must, on expiration of the lease, inspect the dwelling within seven days from such expiration in order to assess any damages or loss which occurred during the tenancy;
- 14.6 The Landlord may in the circumstances indicated above, without detracting from any other right or remedy of the Landlord, deduct from the Tenant's deposit the reasonable cost of repairing damage to the property and the cost of replacing lost keys;
- 14.7 The balance of the deposit, if any, after deduction of the amounts contemplated, must be refunded to the Tenant by the Landlord
- 14.8 The relevant receipt which indicates the cost which the Landlord incurred, as contemplated above, must be available to the Tenant for inspection as proof of such cost incurred by the Landlord;
- 14.9 Should the Tenant vacate the property before expiration of the lease, without proper notice to the Landlord, the Landlord will be entitled but not obliged to cancel the lease as from the date of the Tenant's vacating the property, without any prejudice to any right that the Landlord has arising from the Tenant's breach of the lease.

15 TENANT REMAINING IN OCCUPATION ON EXPIRATION OF LEASE

If on the expiration of the lease, the Tenant remains in the property with the express or tacit consent of the Landlord, the parties are deemed, in the absence of a further written lease, to have entered into a periodic lease on the same terms and conditions as the expired lease, except that at least one month's written notice must be given on the intention, by either party, to terminate the lease.

16. BREACH

- 16.1 Without prejudice to any other rights of the Landlord, the Landlord is entitled to cancel this lease immediately should the Tenant:
- 16.1.1 fail to make payment in terms of this lease on due date and remain in default for 7 (seven) days after receiving written notices from the Landlord to make payment;
 - 16.1.2 commits any other breach of this lease and fails to remedy the breach within 14 (fourteen) days after receiving written notice from the Landlord to do so;
- 16.2 Should the Tenant fail to make payment to any third party as required by this lease or fail to perform any other obligation due in terms of this lease and remain in default for 7 (seven) days after receiving written notice from the Landlord to remedy the default, the Landlord may without prejudice to its rights, make the payment or carry out the obligation and recover the amount paid or the cost of carrying out the obligation (as the case may be) from the Tenant on demand;
- 16.3 Should the Landlord institute any action against the Tenant for relief arising out of the Tenant committing a breach or default of any of his / her obligations under this lease, the Landlord shall be entitled to claim any legal costs incurred on the scale as between Attorney and Own Client.
- 16.4 Should the Landlord cancel this lease and the Tenant disputes the Landlord's right to do so, remain in occupation of the property, then, pending the determination of the dispute:
- 16.4.1 the Tenant shall continue to make all payments in terms of this lease on due date;
 - 16.4.2 the Landlord's acceptance of those payments will not in any manner affect its right to cancel this lease or any other remedy it may have;
 - 16.4.3 Should the dispute between the Landlord and the Tenant be determined in favour of the Landlord, the payments made in terms of 16.4.2 will be regarded as amounts paid by the Tenant on account of the loss sustained by the Landlord as a result of the holding over of the property, by the Tenant;
 - 16.4.4 The Landlord will be entitled to cancel this lease by written notice to the Tenant if the Tenant commits any breach of this lease and fails to remedy same within 14 (fourteen) days after receiving written notice from the Landlord to do so.

17. GENERAL

- 17.1 No latitude, extension of time or other indulgence which may be given or allowed by the Landlord to the Tenant or vice versa in respect of the performance of any obligation in terms of or arising from this lease shall be a waiver or otherwise affect any of the rights of the Landlord against the Tenant or vice versa.

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- 17.2 This is the whole agreement between the parties and no warranties, undertakings, cancellation, variation, alteration, amendment or representations shall be of any force or effect, unless reduced to writing and signed by both parties.
- 17.3 The parties agree to the jurisdiction of the Magistrates Court for the purposes of all legal proceedings resulting from this agreement.
- 17.4 Unless a contrary intention clearly appears, words importing:
- 17.4.1. any one gender include the other two genders, and *vice versa*;
- 17.4.2. the singular include the plural and *vice versa*

18. NOTICES

- 18.1 The parties respectively choose as their service address for all purposes of and in connection with this agreement as follows:
- 18.1.1 The Landlord: (insert full address)

18.1.2 The Tenant: (insert full address)

Signed at _____ (*insert place*) this _____ (*insert day, month, year*).

AS WITNESSES:

1. _____

Landlord (Signature)

2. _____

Accepted at _____ (*insert place*) this _____ (*insert day, month, year*.)

AS WITNESSES:

1. _____

Tenant (Signature)

2. _____



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