

Residential

# MEMORANDUM OF AGREEMENT OF LEASE

MADE AND ENTERED INTO BY AND BETWEEN

[REDACTED]

(The Lessor)

AND

[REDACTED]

(The Lessee)

Should two or more persons sign this agreement as Lessees, the said persons shall be liable jointly and severally (i.e. together or separately) for the due performance of all obligations in the lease period

WHEREAS the Lessor is the registered owner of certain immovable property situated at

- BOTTOM STUDIO APARTMENT. 25 GALWAY ROAD

(The Premises)

AND WHEREAS the Lessor has agreed to lease the Premises to the Lessee, who agrees to hire the Premises, subject to certain conditions:

N.M.B.I.  
A.M

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**MEANING OF WORDS AND PHRASES:**

Except in a context indicating that some other meaning is clearly intended, the following words have the meaning detailed hereafter:

CPA: Consumer Protection Act, 68 of 2008 and Regulations

Applicability of the CPA to immovable property:

- 1) If the Lessee is a natural person- CPA will apply in full.
- 2) If the Lessee is a juristic person with an asset value or annual turnover of LESS than R2 000 000.00 (Two Million Rand) AND the Lessor is a natural person- CPA will apply in full.
- 3) If the Lessee is a juristic person with an asset value or annual turnover of LESS than R2 000 000.00 (Two Million Rand) AND the Lessor is a juristic person- CPA will apply EXCEPT for Section 14 which deals "Expiry and Renewal of Fixed Term Contracts."
- 4) If the Lessee is a juristic person with an asset value or annual turnover of GREATER than R2 000 000.00 (Two Million Rand) - CPA will not apply at all.

**NOTE:** Where the lease is on a month to month basis Section 14 of the CPA also does not apply as this section deals with Fixed Term Agreements.

**Lessee:** The person/ s signing the lease or on whose behalf the lease is signed who takes responsibility for any person visiting or occupying the premises to uphold the terms of the lease.

**Lessor:** The owner of the leased premises or the person legally entitled to let the leased premises.

**Lease period:** The initial lease period together with any extension thereof.

**Parties:** Means the parties to the lease (the Lessee or Lessor) and party means one of them.

**Person/s:** words denoting natural persons shall be deemed to refer to juristic persons and vice versa.

**Juristic person:** Company, Close Corporation or Trust

**Also Note:**

Expressions in the singular also denote the plural

N-M BT  
2011

· Pronouns of any gender shall be deemed to include a reference to the corresponding pronoun of the other gender.

PIE: Prevention of Illegal Eviction &om Unlawful Occupation of Land Act, 19 of 1998

Days: Shall mean business days and shall be calculated by:

- a) Excluding the day on which the first such event occurs;
- b) Including the day on or which the second event is to occur; Excluding public holidays, Saturdays and Sundays that fall between the days contemplated in [a] and [b] above.

Month: A calendar month

RHA: Rental Housing Act, 50 of 1999 and Regulations

### **IMPORTANT NOTICE FOR THE LESSEE**

There are terms in this lease that:

- a) Limit the risk and liability of the Lessor;
- b) Provide for the Lessee to accept risk or liability;
- c) Impose an obligation on the Lessee not to hold the Landlord or any other person liable for damage to personal property;
- d) Are an acknowledgement of fact by the Lessee

These terms have been bolded together with other important terms and should be expressly noted by you and explanations sought if not fully understood.

### **1) LETTING AND HIRING**

The Lessor hereby lets to the Lessee, who hereby hires, the Premises.

**NATURE AND DURATION OF LEASE - (Delete either 2 or 3, whichever is not applicable)**

### **2) FIXED TERM LEASE**

2.1 The Lessor hereby lets, and the Lessee hereby hires, the premises for a period of 12 months, commencing on **01 JANUARY 2023** and terminating on **31 DECEMBER 2024**.

notwithstanding the date of the signing of this agreement. On the expiry of the said period, the Lessee agrees to peacefully vacate the leased premises by midnight of the expiry date, unless the Lessee accepts in writing the Lessor's offer to the Lessee

BT  
N-M  
A.M

to renew the lease on a month to month basis or for a further fixed term as further detailed in paragraph 2.2 below.

**The lease period may only exceed 24 months if both parties are juristic persons or if the tenant is exempted from the operation of the CPA in terms of Section 14 or in the case of a "once-off lease"**

2.2 The Lessor undertakes to inform the Lessee in writing, not more than 80 days and not less than 40 days before the expiry of the lease, of the impending expiry date. Such notice should clearly inform the Lessee that he should vacate the premises by midnight on the expiry date of the lease, alternatively that the Lessee may renew the lease on the terms detailed in the said notice including such provisions relating to the term of the lease, deposit required and rental. Should the Lessee fail to respond to the said notice within 5 (five) days of receipt thereof the lease will lapse on the termination date. Should the Lessee wish to renew the lease on the terms offered by the Lessor then the Lessee should likewise clearly signify his intention in writing to do so within 5 business days of the receipt of such notice.

OR

**~~3) MONTH TO MONTH LEASE (Section 14 of the CPA does not apply)~~**

~~3.1 This lease shall commence on the N/A \_\_\_\_\_ and shall continue on an indefinite basis subject to 2 (TWO) calendar months written notice by either party.~~

~~3.2 The Lessor shall have the right to increase the Rental during the currency of this indefinite lease provided that such increases do not occur more frequently than every 12 (twelve) months and provided still further that notice of such increase is given to the Lessee 40 (forty) days before such increase is to take effect.~~

**4) RENTAL**

4.1 The monthly rental in respect of the premises shall be R6 300.00

(Six Thousand Three Hundred Rand). Should the lease period be in excess of 12 (Twelve) months, the rental shall be subject to an annual escalation of 10% (Ten percent).

4.2 The rental shall be payable monthly in advance on or before the 1st (first) day of each succeeding month by the Lessee to the Lessor, or to such other place as the Lessor may from time to time stipulate in writing. It is the Lessee's responsibility to ensure that the rental is paid timeously to reflect in the Agent/ Lessor's account by the due date.

4.3 The rental shall be paid in full free of bank charges and exchange without deduction for any reason, until the expiry of this lease.

BT  
N.M  
L.M

4.4 The Lessee shall be entitled to pay the rental by way of Direct Deposit or Electronic Funds Transfer (EFT) to the following bank account:



4.5 Should a Direct Deposit be made by the Lessee it is essential that a copy of the deposit slip indicating the name of the Lessee as well as the address of the property rented be emailed to the Lessor/ Agent each month, so as to avoid payment not being credited and the Lessee being regarded as being in breach of the lease.

**5) LESSEES PENALTY FOR EARLY TERMINATION (Delete either 5.1 or 5.2, whichever does not apply)**

**5.1 WHERE SECTION 14 OF THE CPA APPLIES (See definitions)**

Should the Lessee exercise his right to cancel this lease on 20 days' notice, prior to the completion of its fixed term as provided in the CPA, it is agreed that the Lessor may impose a reasonable penalty for cancellation.

NOTE: The aforesaid penalty will at all times be subject to the Lessor mitigating the amount of the penalty in the event of another tenant being found to lease the Premises.

OR

~~5.2 WHERE SECTION 14 OF THE CPA DOES NOT APPLY (See definitions)~~

~~The lessee has no right to cancel a fixed term agreement before its expiry date and no right to give less than 2 (two) months' notice should the lease be on a month to month basis (paragraph 3) AND will be in breach should he do so, entitling the Lessor to claim his full damages for such breach arising out of advertising for a new Lessee and also for any lost rental occasioned by the unlawful breach.~~

BT  
N-M  
A.M

## **6) LESSORS SECURITY**

**6.1 Lessee not to remove goods on the premises:** During the period of the lease, the Lessee shall not without the written consent of the Lessor, remove any furniture, electrical appliances, or household effects, brought onto the premises by the Lessee, the Lessee's family, or the Lessee's invitees, it being understood that such movable property is to remain on the premises as security for all rental and other payments for which the Lessee is liable in terms of this agreement.

### **6.2 DEPOSIT**

The Lessee shall pay the following deposit on signing this lease and before occupation of the leased premises:

**6.2.1** A security deposit for damages/ municipal charges and levies in the sum of:

**R6 300.00(Six Thousand Three Hundred Rand)**

**6.2.2.** The Tenant will pay the Deposit on the Signature Date. When this Lease Agreement terminates, the Landlord may use the Deposit, together with any interest accumulated thereon, to pay all amounts which the Tenant is liable for in terms of this Lease Agreement, including the reasonable costs of repairing any damage caused to the Premises as contemplated in clause 10, the cost of replacing lost keys, any arrear Rental that was not paid by the Tenant and any other outstanding amounts for which the Tenant is liable under this Lease Agreement, including interest thereon.

**6.2.3** The Deposit will be placed in an interest-bearing account with a financial institution. When this Lease Agreement terminates, after deducting any amounts owed by the Tenant in terms of any provision of this Lease Agreement, the Landlord shall pay any remainder of the Deposit to the Tenant, together with any interest accrued thereon at the applicable rate, within 14 (Fourteen) days of restoration of the Premises.

**6.2.4.** If the Deposit is paid to the Property Practitioner and not to the Landlord, the Property Practitioner will invest the Deposit in accordance with the provisions of the PPA.

**6.2.5** Any interest earned on the Deposit will be paid out as read with the provisions of the PPA. For the subsistence of this Lease Agreement, the Deposit at all times belongs to the Tenant and may only be utilised by the Landlord or Property Practitioner, as the case may be, upon termination of the Lease Agreement, in accordance with the provisions of any and all relevant legislation.

BT  
N.M  
A.M

6.2.6. If, during the subsistence of the Lease Agreement (including the initial Period, any fixed-term renewal period, or where the Lease Agreement continues on a Month-to-Month basis) there is any increase in the Rental, the Tenant shall be required to supplement the Deposit to ensure that the Deposit is proportionate to the increased Rental.

6.2.7. The Tenant is not permitted to request the Landlord to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease Agreement.

6.2.8. The Tenant hereby acknowledges and agrees that the Deposit may be ceded to another duly registered Property Practitioner who has been mandated to collect Rental or any other amounts due and owing to the Landlord in terms of this Lease Agreement.

6.2.9. The Tenant will repay the Landlord / Property Practitioner for any bank, or other charges, resulting from any payment, handling or management of the Deposit.

## **7) ACKNOWLEDGEMENT BY THE LESSEE**

**The Lessee fully acknowledges the following facts and accepts such facts/ terms of the lease.**

7.1 The premises are let subject to the conditions contained in the title deed of the Premises, or of the land on which the premises are situated (as the case may be) and the provisions of any applicable town planning scheme;

7.2 The Lessee has had a reasonable opportunity to inspect the premises and fully acknowledges that it is suitable for the purpose for which it is let;

7.3 An Estate Agent, if so authorized by the Lessor, may exercise on behalf of the Lessor all the Lessor's rights and powers in terms of this Agreement;

7.4 Payment of rental by way of a cheque is an indulgence to the Lessee and in the event of any such cheque being dishonoured for any reason whatsoever, the Lessee shall be obliged to effect all future payments in cash;

7.5 All goods brought onto the premises by the Lessee shall be at the sole risk of the Lessee without the Lessor incurring any responsibility relating thereto provided always that any loss sustained by the Lessee does not arise out of any actions, which can be attributed to the Lessor's gross negligence.

7.6 The Lessor shall especially not be liable for any loss sustained by the Lessee by any reason of any theft, burglary, fire or any other natural disaster affecting the Premises and causing damage to the Lessee or his goods or the person or the goods

BT  
N-M  
A.M

of any of the Lessee's visitors or persons occupying the Premises through the Lessee;

7.7 Given the provisions of 7.5 and 7.6 above the Lessee in his own interests, should take out sufficient insurance to cover the risk of any damage or loss.

## **8) ALTERATIONS AND IMPROVEMENTS**

8.1 The Lessee shall not, without the written consent of the Lessor, which consent may be withheld at the sole discretion of the Lessor, make any structural or other material improvements or alterations to the Premises.

8.2 in the event of the Lessor approving any structural or material alterations to the Premises to be affected by the Lessee, the Lessee shall not be entitled to any compensation in respect thereof, unless the parties enter into a written agreement as to the basis of such compensation.

8.3 Unless compensation for improvements or alterations has been agreed as provided for above, the Lessee shall, at the termination of this lease or at the end of any extended period, reinstate the Premises to its previous condition, unless the Lessor directs otherwise.

## **9) PREMISES TO BE OCCUPIED**

9.1 Should the Lessee, without the consent of the Lessor, fail to take occupation of the premises on the due date or reasonably soon thereafter, the Lessor may regard this as a breach and takes such steps as provided for in the breach clause (paragraph 18)

9.2 The Lessee may not, without the Lessors prior written consent, which shall not be unreasonably withheld, allow the premises to remain unoccupied for any period exceeding 1 (one) month.

## **10) DELIVERY OF PREMISES IN PROPER CONDITION**

10.1 The Lessor acknowledges his responsibility to ensure that, at the inception of the lease, the premises are fit for the purpose for which they are let and free from material defects.

10.2 Prior to the Lessee taking occupation the Lessor and the Lessee must jointly inspect the premises in terms of Section 5 of the RHA to ascertain whether there are any defects or damage and must determine the Lessor's responsibility to rectify damages or defects, or where defect/ damage is not material, to record same. A list of defects specifying the aforesaid must be attached to the lease as an annexure and duly signed by both parties.

10.3 Save in respect of any defects about which the Lessee notifies the Lessor in terms of paragraph 10.2, the Lessee acknowledges having received the premises and

BT  
N.M  
AM



all its fixtures, fittings and appurtenances in good order and condition and complete with all keys and working light globes and tubes.

## **11) MAINTENANCE OF THE PREMISES**

The maintenance obligations of the parties are agreed as follows:

### **11.1 The Lessor must:**

**11.1.1 Subject to clause 11.1.3 maintain the outside of the premises including walls, gutters and roof in good order and repair;**

**11.1.2 Subject to clause 11.1.3 maintain the geyser and its attachments, electrical, plumbing and sanitary installations, the heating, ventilation and air conditioning systems (if any) and the electrical gate and/ or garage door systems (if any) in a good order and repair;**

**11.1.3 Effect repairs within a reasonable time, for which a Lessor is responsible for under the lease, and such repairs as agreed upon and identified during the joint inspection referred to in 10.2 above or which have been brought to the Lessor's attention during routine inspections or by notice from the Lessee requesting attention to such repairs, provided that the Lessor shall not be liable for repairs if the Lessee, a member of his household or visitor brought about the state of disrepair for any reason whatsoever.**

**11.1.4 The Lessor will not be responsible for any claims in respect of material damage, injury or death sustained by the Lessee, his family members, visitors or occupants of the property at any time caused as a result of any defect in the dwelling or outbuildings during the operation of this lease beyond the liability imposed on the Lessor by operation of the CPA and the Lessee indemnifies the Lessor against any claim resulting from such damage, loss or injury.**

**11.1.5 The Lessor is not responsible for any claims in respect of material damage, injury or death sustained by the Lessee, his family members, visitors or occupants of the property as a result of rain, wind, hail, lightning, fire, storms leaks in the roof or damage caused by riots, strikes or actions by the enemies of the State, vis major (an irresistible force) casus fortuitous (an uncontrollable accident, pandemic or event of any nature) or as a result of any such causes.**

### **11.2 The Lessee must:**

**11.2.1 Use the premises in a proper manner and for the purpose for which it is let, and in a manner which does not contravene the RHA and its regulations, municipal by-laws or any other applicable laws;**

BT  
N.M  
N.M

11.2.2 Within 3 (three) days of becoming aware of any defects for which the Lessor is responsible in terms of this lease, notify the Lessor in writing of such defects;

11.2.3 Dispose regularly from the premises all ashes, garden refuse, garbage, rubbish and other waste in a clean and safe manner;

11.2.4 Maintain the premises in a clean, tidy and safe state of repair including ensuring that all paint work, fitted carpets, tiled surfaces walls, doors, windows, cupboards are free from discolouration and in good order and condition;

11.2.5 Use in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air- conditioning, electric gate systems and any other facilities and appliances, including elevators (if any);

11.2.6 Refrain from intentionally or negligently damaging, defacing, impairing, or removing any part of the dwelling (or common property) or knowingly permitting any person who is on the premises with the permission of the Lessee or is allowed to access the premises by the Lessee, to do so. The Lessee is liable for the repair of damage so caused.

11.2.7 Replace all fuses, light bulbs, fluorescent tubes and starters which malfunction or stop working during the lease period for any reason whatsoever.

11.2.8 Repair or replace all locks, handles, broken window panes and window fasteners where damage has not been due to normal use and wear and tear;

11.2.9 Replace or repair any leaking water taps and plumbing, leaking pipes, toilet system parts where their state of disrepair or damage has not been due to normal use and wear and tear;

11.2.10 Maintain in good order and free of all cracks and breakages all wash bowls, baths, shower facilities, toilet seats, toilet pans and water supply tanks and repair or replace the same where any damage is not caused through normal use and wear and tear.

11.2.11 Maintain all drains, gutters and sewerage pipes in good working order and free from blockage;

11.2.12 Keep the swimming pool (if any) water topped- up to a satisfactory level so as not to allow air to be sucked into the system. Further to treat the water only with the correct chemicals and ensure that at all times the water is clean and free from leaves, sand and algae and repair if necessary the swimming pool filter system, pump motor and all pool equipment including

BT  
N-M  
A.111

hoses and accessories but shall not be responsible for replacing the pump motor or automatic pool cleaner should, through no neglect or misuse by the Lessee, they become totally dysfunctional and uneconomical to repair through normal wear and tear.

11.2.13 Keep the exterior of the premises and the grounds and garden thereto in a clean and tidy condition, and take reasonable care of, maintain and keep adequately watered, all the plants, shrubs, trees and lawns, presently grown at the premises. The lessee shall not cut down any established trees or bushes or make major changes to the garden without the prior consent of the Lessor.

11.2.14 Should the Lessee fail to comply with clauses 11.2.12 and 11.2.13 the Lessor shall have the right from time to time to employ a gardening or pool contractor to give effect to have these provisions at the expense of the Lessee.

11.3 In the event of the Lessee not being able to enjoy occupation of the premises as a result of it having been materially damaged by fire, earthquakes, weather, storms, riot activity or the like, the Lessor-

11.3.1 Failing within 30 (thirty) days of the date of the damage to give the Lessee written notice that he intends to keep the lease alive, this lease shall be deemed to have been cancelled on the date that the damage occurred, and the Lessor shall refund to the Lessee all rental paid in advance beyond the date of such damage.

11.3.2 Having given notice to the Lessee as aforesaid, the Lessor shall restore the premises to a tenable condition as expeditiously as possible but the Lessee shall be entitled in such circumstances to a reasonable remission of rental by taking into account the loss of occupation.

11.4 Should the Lessor deem it desirable and at the request and discretion of the Lessor, the Lessee shall be responsible for fumigation of the premises for cockroaches and / or fleas and the steam cleaning of all fitted carpets on vacating the premises at the termination of this lease or any renewal thereof.

N.M  
BT  
A 11

## THE ROLE OF THE PROPERTY PRACTITIONER IN RESPECT OF MAINTENANCE AND REPAIRS

It should be clearly understood what the role of the property Practitioner is in respect of the above.

The practitioner's prime responsibility, as far as maintenance and repairs are concerned, is to ensure that the Lessor's interests are protected. As such, the practitioner, on becoming aware of any defects which the Lessor is obliged in terms of this lease to rectify, must immediately notify the Lessor. The practitioner does not own the property and as such cannot give instructions for repairs to be carried out without a clear instruction from the Lessor. Should the Lessor fail to meet his contractual obligations after being made aware thereof, this is not the practitioner's fault and is a matter to ultimately be resolved between the Lessee and the Lessor.



Lessee



Lessor

### 12) DELIVERY OF THE PREMISES AT THE END OF THE LEASE PERIOD

12.1 At the termination of the lease, the Lessee, having due regard to the defects list compiled at the joint inspection at the inception of the lease (paragraph 10.2) and the Lessor's obligation to maintain the premises as provided herein, is obliged to return the premises in the same good order and condition it was at the inception of the lease, fair wear and tear alone accepted.

12.2 At the expiration of the lease the Lessee must take it upon himself to arrange with the Lessor a joint inspection of the premises at a mutually convenient time is to take place with a view to ascertaining if there was any damage caused to the premises during the Lessee's occupation or during his move to vacate.

12.3 Should the Lessee refuse such joint inspection then the Lessor will be obliged to inspect the premises within 3 (three) days of the lease period coming to an end and the Lessee will be liable for any damages to the premises which are not the Lessor's responsibility or were not reflected on the initial defects list (referred to in paragraph 12.1). The Lessee's refusal to inspect as aforesaid will be deemed to be an acceptance by him of the accuracy and correctness of the Lessor's final inspection report.

B.T.  
N.M.  
A.M.

### **13) ACCESS TO PREMISES BY LESSOR, AGENTS AND OTHERS**

13.1 The Lessor/ Lessor's agent shall be entitled to enter the premises at all reasonable times and on reasonable notice to the Lessee for the purpose of inspection and/ or carrying out any repairs the Lessor in his / her sole discretion deems desirable. Should it be found on such inspection, that the Lessee is not fulfilling his obligations relating to any terms of this lease agreement, this will constitute a breach of the lease and afford the Lessor the rights detailed in the breach clause (paragraph 18).

13.2 Should either party give notice of termination as they may lawfully be entitled to do, or should the lessor at any time wish to sell the property containing the leased premises, the Lessee will in such circumstances and on reasonable notice by the Lessor, permit access to the leased premises to agents, prospective tenants or purchasers. The Lessor shall also be entitled to display "to let" or "for sale" signs.

### **14) UTILITIES**

14.1 The Lessor shall pay the property rates and taxes in respect of the premises.

14.2 The Lessee shall pay (per participation quota where applicable) all other local authority charges including fire, sewerage, electricity and water (where not prepaid) as invoiced monthly by the local authority. All pre paid water and electricity where applicable shall be for the Lessees own account.

14.3 The Lessor/ Lessor's agent shall invoice the Lessee on receipt of the account from the local authority and the Lessee shall be obliged within 4 (four) days of receipt of such invoice to effect payment and provide proof thereof to the Lessor/ Lessor's agent.

14.4 Should the Lessee fail to furnish the Lessor with proof of payment as contemplated in paragraph 14.2 & 14.3 above, or, should the Lessor establish by any other means that the municipal monthly service charges have not been made timeously, failure by the Lessee in this regard to make such payment, shall be deemed to constitute a material breach of the terms of this lease and the Lessor shall be entitled to exercise his rights in terms of the provisions of the breach clause (paragraph 18) and / or to settle the outstanding charges and claim immediate payment of these amounts from the Lessee.

14.5 The Lessee shall have no claim whatsoever, whether for damages or remission of rental or cancellation of the lease, against the Lessor, nor be entitled to withhold or defer payment of rent by reason of any suspension of or interruption in the supply of water, or electricity, or by reason of any amenities in or on the leased premises and/ or building being out of order unless the Lessor is the cause thereof.

B.T.  
N.M  
A.M

**15) USE OF THE PREMISES**

15.1 The premises are let to the Lessee for occupation as a private dwelling solely by the Lessee and his immediate family, his invitees and domestic employees. Should more than 2 (Two) people occupy the premises at any one time, this will then constitute a material breach of this lease.

15.2 The lessee shall not conduct any business whatsoever from the premises and shall not bring onto the premises any machinery, equipment, vehicles, stock in trade or any other movables save those which are reasonably required for residential purposes.

15.3 The Lessee shall not permit the harbouring or housing of any live animals, reptiles or birds without prior written consent of the Lessor excepting the following household pets:

**1 Small dog or cat allowed**

15.4 The Lessee undertakes to abide by and comply with such governmental or municipal regulations or by-laws as may apply to the occupation of the Premises. In the event of the Lessee failing to comply with such regulations or by-laws, the Lessor, without prejudice to any rights to treat such default as a breach of this lease shall be entitled to comply with such regulations or by-laws in the name of and on behalf of the Lessee and may enter upon the premises for such purpose, and any expense lawfully incurred by the Lessor in doing so shall be repaid by the Lessee to the Lessor on demand.

15.5 The Lessee shall not cause any picture hooks, mirror hooks, nails, screws, wiring, aerials, to be installed on the leased premises or apply prestick, double sided tape or adhesive, to any surface including, but not limited, to tiles, mirrors, glazing etcetera without prior consultation and written approval from the Lessor. Any damage or discolouration caused by any of the aforesaid notwithstanding the consent of the Lessor, shall be remedied by the Lessee on termination of this lease or any renewal thereof, failing which the Lessee shall be entitled to engage contractors to repair same and recover the cost thereof from the Lessee.

15.6 The Lessee shall not do nor permit to be done anything which may jeopardise or endanger the validity of any fire insurance policies held by the Lessor from time to time in respect of the Premises and indemnifies the Lessor for any damages suffered should the Lessor not be able to successfully claim on his insurance because of the Lessee not adhering to this provision.

15.7 The Lessee shall ensure that neither he, those holding through him, his invitees and servants cause any disturbance through rowdyism or a nuisance to

B.T  
N.M  
A.M

other persons or contravene any health regulations pertaining to the Premises, all of which constitute a material breach.

**16) NO CESSION OR SUBLETTING**

16.1 The Lessee shall not cede or assign this lease or sublet the Premises or give possession thereto to any person without the prior written consent of the Lessor, which consent may be withheld at the sole discretion of the Lessor.

16.2 Where permission to sublet is granted, such permission shall not in any way alter the Lessee's obligation under this agreement, nor prejudice whatever claim the Lessor may have against the Lessee for damages or loss and the Lessor shall have the right to withdraw such permission to sublet should he in sole discretion deem it desirable.

**17) INSURANCE**

17.1 The Lessor shall insure the Premises against fire and storm damage. The Lessee shall take out his own insurance in respect of his goods housed on the leased premises.

**18) BREACH (Delete either 18.1 or 18.2 whichever is not applicable)**

**18.1 IN THE EVENT OF A FIXED TERM LEASE WHERE THE CPA APPLIES**

Should the Lessee fail to pay any Rental and/ or any other amount due in terms of the lease on due date, or commit a breach of any terms of this lease, or should the Lessee surrender his estate or should his estate be sequestrated, provisionally or otherwise, the Lessor shall have the right to claim immediate payment of Rental or other amounts due and/ or rectification of the breach and should the Lessee fail to rectify the breach within 20 (Twenty) business days, to cancel the lease and claim for the ejection of the Lessee and all those occupying the premises.

OR

~~18.2 IN THE EVENT OF A MONTH-TO-MONTH LEASE (WHERE SECTION 44 OF THE CPA DOES NOT APPLY) OR IN THE EVENT OF A FIXED TERM LEASE WHERE THE CPA DOES NOT APPLY AT ALL~~

~~Should the Lessee fail to pay any Rental and/ or any other amounts due in terms of the lease on due date, or commit a breach of any terms of this lease, or should the Lessee surrender his estate or should his estate be sequestrated, provisionally or otherwise, the Lessor have the right forthwith and without any further notice to the Lessee, to cancel this lease and claim to have ejected from the property the Lessee or any other person occupying the property without prejudice to the Lessor's rights to claim unpaid rent together~~

BT  
N-M  
A 22

~~with the interest thereon at a rate of 15.5% per an calculated from the date on which such rent becomes payable to the date of payment thereof, including collection commission of 10% on such arrears and any damages the Lessor may have sustained consequent upon any such failure or breach.~~

## 19) HOLDING OVER BY THE LESSEE

19.1 In the event of the Lessor cancelling this lease and the Lessee disputing the right of the Lessor to cancel or asserting a right of occupation in terms of PIE, and remaining in occupation of the Premises after notice of cancellation, the Lessee shall, pending determination of the parties' respective rights, continue to pay an amount which is equivalent to the monthly rental provided in this lease, monthly in advance by the first day of each and every month.

19.2 The Lessor shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice and shall not in any way whatsoever affect the Lessor's claim- against the Lessee then in dispute.

19.3 Should the dispute be determined in favour of the Lessor the payments made and received in terms of this paragraph shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the cancellation of this lease and/ or the unlawful holding over by the Lessee.

## 20) VARIATION & WAIVER

20.1 This agreement constitutes the sole and entire agreement between the Lessor / Lessor's agent and Lessee and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained herein shall be of any force or effect.

20.2 No variation of the terms and conditions of this agreement or any consensual cancellation thereof shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized agents.

20.3 No relaxation, indulgence or other failure or delay by a party in enforcing that party's rights shall either constitute a novation of the provisions of this agreement relating thereto or preclude that party from any enforcement of the other rights of that party (including but not limited to subsequent enforcement of the same or similar rights).

## 21) CONSENT TO JURISDICTION

21.1 The parties hereto specifically consent to the jurisdiction of the Magistrates' Court at East London in respect of any action arising out of this agreement of lease, notwithstanding the fact that the amount in dispute may exceed the Magistrate Courts' jurisdiction.

BT  
N.M.  
A.M



**22) DOMICILIA (The physical address chosen where summons, legal documents and notices can be served)**

22.1 For the service of all legal process the Lessee chooses the address of the premises hereby let and the Lessor chooses the address contained in the information sheet attached hereto. For the service of any notices by either party the parties agree that good service will be effected by any of the following:

- 1) Delivery by hand to the addresses on the information sheet;
- 2) Prepaid registered post, to the addresses on the information sheet (deemed to be received within 4 days of posting);
- 3) Faxing or e-mailing such notice to the fax and e-mail addresses on the information sheet attached hereto (Proof of communication to be retained)

Should either party wish to change their service address they should do so in writing to the other party.

**23) COSTS AND CHARGES**

23.1 The costs of and incidental to the preparation of this lease agreement in the sum of R1500.00 (Excl. Vat where applicable) and shall be borne by the Lessee

23.2 payment shall be due and payable on signature of this lease and must be made prior to the Lessee receiving the keys for the premises.

23.2 Should it be necessary for the Lessor to instruct an Attorney or other collection agent to recover any amounts due by the Lessee arising out of this agreement, the Lessee acknowledges his liability for, and agrees to pay, all legal costs including those of an attorney / client nature including collection commission.

**24) LESSEES WHO ARE FOREIGNERS**

24.1 If the Tenant is not a citizen or permanent resident of South Africa, he confirms that he:

24.1.1. is not in the country in contravention of the Immigration Act 13 of 2002; and

24.1.2. he has permission to be in the country for the duration of this Lease Agreement (including any renewal periods).

24.2. It is the Tenant's sole responsibility to comply with the provisions of this clause 24 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 24.

B.T.  
N.M.  
A.M.

24.3. Should the Tenant be either: (a) a foreign state for the purposes of the Foreign States Immunities Act, Act 87 of 1981; or (b) a diplomatic agent for the purposes of the Vienna Convention on Diplomatic Relations, 1961; or (c) a consular officer and / or consular employee for the purposes of the Vienna Convention on Consular Relations, 1963; then the Tenant hereby acknowledges that he does not enjoy immunity in respect of any proceedings in terms of this Lease Agreement in accordance with relevant provisions of the applicable legislation.

## 25) REGULATORY COMPLIANCE

25.1. The Tenant consents to and authorises the Landlord and/or the Agent to:

25.1.1. contact, request and obtain any information at any time and from any credit provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant; and

25.1.2. provide any information about 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.

25.2. The Tenant acknowledges that the Landlord and Agent (as the case may be) will collect, use and process the Tenant's Personal Information for the purpose of:

25.2.1. the Application Process and entering into this Lease Agreement;

25.2.2. performing their obligations in connection with this Lease Agreement;

25.2.3. pursuing their legitimate interests under this Lease Agreement; and

25.2.4. the general administration of the relationship between Parties.

## 26) POTENTIAL SALE

If the Tenant signs a sale agreement with the Landlord at any time during the Initial Period of the Lease Agreement, any renewal period of the Lease Agreement, or within 12 (Twelve) months after the Termination Date, then The Agent shall be deemed to have been the reason that such sale took place and The Agent shall be entitled to payment by the Landlord of commission amount to be negotiated but **not less than 4% (Four Percent)** on the final sales price.

N.M.  
Aim

**27) ADDITIONAL TERMS**

**R1500.00 Once off lease fee is applicable**

**Pre-paid Electricity for Lessee's account**

**1/3 of BCM bill for Lessee account. (covers sewerage, fire, refuse and water)**

**There is a permanent De-humidifier stationed in the unit which will feed off the tenant electricity meter. Please note that this needs to be run while the tenant is home at all times.**

**Tenants shall not cause or allow any unreasonably loud noise or activity on the premises that might disturb the rights, comforts or convenience of other tenants.**

BT  
N.M  
Aim

**SIGNATORIES**

SIGNED AND DATED BY THE TENANT AT THE UNDERMENTIONED PLACE AND ON THE UNDERMENTIONED DATE, IN THE PRESENCE OF THE UNDERMENTIONED WITNESSES, HE BEING DUELY AUTHORIZED THERETO *N. Mthimkhulu*

WITNESS SIGNATURE

TENANT SIGNATURE

*Alulutho Mthimkhulu*

*Nombini MTHIMKHULU*

NAME OF WITNESS

NAME OF SIGNATORY

WITNESS SIGNATURE

PLACE

*PLUMSTEAD, CAPE TOWN*

NAME OF WITNESS

DATE

*18-12-2023*

SIGNED AND DATED BY THE LANDLORD AT THE UNDERMENTIONED PLACE AND ON THE UNDERMENTIONED DATE, IN THE PRESENCE OF THE UNDERMENTIONED WITNESSES, HE BEING DUELY AUTHORIZED THERETO

[REDACTED]

[REDACTED]

WITNESS SIGNATURE

LANDLORD SIGNATURE

[REDACTED]

[REDACTED]

NAME OF WITNESS

NAME OF SIGNATORY

[REDACTED]

*KOMGA*

WITNESS SIGNATURE

PLACE

[REDACTED]

*16-10-2024*

NAME OF WITNESS

DATE

AM

B.T.  
N.M