

## LEASE

### 1. PARTIES:

The parties to this lease are:

#### 1.1 (insert full names and address of the Lessor)

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#### 1.2 (insert full names and address of the Lessee)

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### 2. DWELLING:

The Lessor lets to the Lessee

*(insert erf/unit no., property description, physical address)*

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("dwelling") \_\_\_\_\_

### 3. PERIOD:

The lease will commence on \_\_\_\_\_ and remain in force for a period of \_\_\_\_\_ until \_\_\_\_\_

### 4. RENT:

4.1 The rent will be an amount of \_\_\_\_\_ per month and shall be subject to an annual escalation of \_\_\_\_\_ % per annum.

4.2 The Lessee shall pay the rent:

4.2.1 in cash, without deduction or set-off;

4.2.2 in advance on the \_\_\_\_\_ day of each month, commencing on \_\_\_\_\_ ;

4.2.3 to the Lessor at \_\_\_\_\_, or such other place as the Lessor may nominate in writing from time to time.

## 5 USE OF DWELLING:

- 5.1 The Lessee is entitled to use the dwelling for residential purposes only. The Lessee shall not, except with the prior written permission of the Lessor, use the dwelling for any other purpose.
- 5.2 While the lease is in force, the Lessee shall:
  - 5.2.1 comply with all laws affecting the occupation of the dwelling;
  - 5.2.2 not contravene or permit the contravention of, any condition of title under which the Lessor owns the dwelling;
  - 5.2.3 not create any nuisance from the dwelling;
  - 5.2.4 not do or keep on the premises anything which may not be done or kept in terms of any policy of insurance in respect of the dwelling.

## 6 MAINTENANCE:

- 6.1 Throughout the period of this lease the Lessee shall maintain the whole of the dwelling in good order and keep the property clean, habitable and tidy and care for and maintain the garden and swimming pool, 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) all other fixtures, fittings, furnishings and any machinery and equipment in or on the property.
- 6.2 The Lessor or its agent will be entitled, at all reasonable times and upon reasonable notice, to enter and inspect the premises.

## 7 IMPROVEMENTS:

- 7.1 The Lessee shall not make any structural alterations or additions to the dwelling without the Lessor's prior written consent, which shall not be unreasonably withheld.
- 7.2 Any alterations or additions made with the Lessor's consent must be carried out by the Lessee at his/her own cost.
- 7.3 The Lessee 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 lessor, either with or without compensation, as agreed upon in advance between parties.

## 8 RATES AND OTHER CHARGES:

- 8.1 The Lessor shall pay any rates levied by the local authority on the dwelling.
- 8.2 The Lessee will be liable for all other charges in respect of the dwelling, including charges of electricity, refuse removal, sanitation, sewerage and water.
- 8.3 The Lessee shall not sub-let the whole or any party of the property without the written consent of the Lessor, which consent shall not be unreasonably withheld.
- 8.4 The Lessee shall not cede or assign this lease.
- 8.5 In the event of the total or partial destruction of the property, or any portion by any cause, the Lessor shall be entitled to terminate the lease but the Lessee shall, during the period which the property or part thereof is unfit for occupation, be entitled to a proportionate abatement of rent. The Lessee shall have no claim for compensation against the Lessor, but should the destruction be due to the default or negligence of the Lessee, his family, servants or persons occupying the property under him, the Lessor shall under these circumstances be entitled to claim payment of such damages as the Lessor may have suffered.

## DUTIES OF LESSEE AND DUTIES OF LESSOR:

1. The Lessor must furnish the Lessee with a written receipt of all payments received by the Lessor from the Lessee;
2. Such receipt must be dated and clearly indicate the address, including the street number and further description, if necessary, of the dwelling 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;
3. The deposit paid by the lessee must be invested by the Lessor in an interest-bearing account with a financial institution and the lessor must pay the Lessee the interest at the rate applicable to such account which may not be less than the rate applicable to a savings account with a financial institution and the Lessee may, during the period of the lease, request the Lessor to provide him/her with written proof in respect of interest accrued on such deposit and the Lessor must provide such proof on request/s;
4. The Lessee and the Lessor must jointly, before the Lessee moves into the dwelling, inspect the dwelling to ascertain the existence or not of any defects or damage therein with a view to determining the lessor's responsibility for rectifying any defects or damage. A copy of the list of defects must be attached to this lease;
5. At the expiration of the lease the Lessor and the Lessee must arrange a joint inspection of the dwelling, 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 dwelling during the Lessor's occupation thereof;

6. On the expiration of the lease, the Lessor may apply the deposit and interest towards the payment of all amounts for which the Lessee is liable under the said lease, including the reasonable cost of repairing damage to the dwelling 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 Lessee, by the Lessor, not later than 14 days of restoration of the dwelling to the Lessor;
7. The relevant receipts which indicate the costs which the Lessor incurred, must be available to the Lessee for inspection as proof of such incurred by the Lessor;
8. Should no amounts be due to the Lessor in terms of the lease, the deposit together with the accrued interest in respect thereof must be refunded by the Lessor to the Lessee, without any deduction or set-off;
9. Failure by the Lessor to inspect the dwelling in the presence of the Lessee is deemed to be an acknowledgement by the Lessor that the dwelling is in good and proper state of repair and the Lessor will have no further claim against the Lessee, whom must then be refunded, in terms of this subsection, the full deposit plus interest by the Lessor;
10. Should the Lessee fail to respond to the Lessor's request for an inspection, the Lessor 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;
11. The Lessor may in the circumstances indicated above, without detracting from any other right or remedy of the Lessor, deduct from the Lessee's deposit and interest the reasonable cost of repairing damage to the dwelling and the cost of replacing lost keys;
12. The balance of the deposit and interest, if any, after deduction of the amounts contemplated, must be refunded to the Lessee by the Lessor;
13. The relevant receipt which indicates the cost which the Lessor incurred, as contemplated above, must be available to the Lessee for inspection as proof of such cost incurred by the Lessor;
14. Should the Lessee vacate the dwelling before expiration of the lease, without notice to the Lessor, the lease is deemed to have expired on the date that the Lessor established that the Lessee had vacated the dwelling, but in such event the Lessor retains all his/her rights arising from the Lessee's breach of the lease;
15. If on the expiration of the lease, the Lessee remains in the dwelling with the express or tacit consent of the Lessor, 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. A copy of any House Rules, applicable to the dwelling, must be attached as an annexure to this lease.

## 9 RETURN OF THE PREMISES:

On termination of this lease, for whatever cause, the Lessee shall immediately return the dwelling to the Lessor in the same good order and condition as they were at the commencement date, fair wear and tear excepted.

## 10 LESSOR'S REMEDIES FOR BREACH:

- 10.1 The Lessor will be entitled to cancel this lease by written notice to the Lessee of the latter:
  - 10.1.1 fails 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 Lessor to make payment;
  - 10.1.2 commits any other breach of this lease and fails to remedy the breach within 14 (fourteen) days after receiving written notice from the Lessor to do so;
- 10.2 Should the Lessee fail to make payment to the third person as required by the 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 Lessor to remedy the default, the Lessor 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 Lessee on demand;
- 10.3 The Lessor's remedies under 10.1 and 10.2 are additional to any other remedies it may have;
- 10.4 Should the Lessor cancel this lease and the Lessee disputes the Lessor's right to do so, remain in occupation of the dwelling then, pending the determination of the dispute:-
  - 10.4.1 the Lessee shall continue to make all payments in terms of this lease on their date,
  - 10.4.2 the Lessor's acceptance of those payments will not in any manner affect its right to cancel this lease or any other remedy it may have;
- 10.5 Should the dispute between the Lessor and the Lessee be determined in favour of the Lessor, the payments made in terms of 10.4.2 will be regarded as amounts paid by the Lessee on account of the loss sustained by the Lessor as a result of the holding over of the dwelling, by the Lessee.
- 10.6 The Lessor will be entitled to cancel this lease by written notice to the Lessee if the Lessee commits any breach of this lease and fails to remedy same within 14 (fourteen) days after receiving written notice from the Lessee to do so.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_\_ in the presence of the undersigned witnesses.

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
LESSOR

2. \_\_\_\_\_

\_\_\_\_\_  
LESSEE