

DEED OF LEASE

PARTIES

Deed of Lease made and entered into by and between:

Landlord's Name	
Landlord's ID# / Trust / Co Registration #	
Landlord's Representative (If a Company or Trust)	

Hereinafter styled the "Landlord" of the one part, and

Tenants Name	
Tenant's ID #	

Hereinafter styled the "Tenant" of the other part:

Witnesseth that the Landlord agrees to and hereby doth let and hire to the Tenant, who agrees to and hereby doth hire of and from the Landlord, certain residential premises unfurnished hereinafter styled the "premises" known and recorded in the section "Premises" below.

TENANTS CONTACT DETAILS

Mobile Phone Number	
Work Phone Number	
e-mail address	
Spouse / partner Contact Number	
Employer Name	
Employer Address	

PREMISES

Property Type / section	
ERF Number	
Street Address	
Suburb	
Town	

Definition: The major section of property leased on the premises is considered a 'prime lease' and other sections leased out separately to other occupants is considered a 'secondary lease'. The obligations differ in various aspects as reflected in the clauses to follow.

Non Use Areas (If applicable)

Non Exclusive Use Areas (If applicable)

Exclusive use Areas (If applicable)

Stipulation

SPECIFIC DETAIL SECTION PERTAINING TO THIS LEASE (For convenience, pertinent detail is listed below which must be applied to the lease content found in the terms and conditions section of this lease agreement)

- **PERIOD OF LEASE** - This period stipulates the lease duration on months for **Clause 1** of the terms and conditions section.

This lease is granted for a period of *(Place 'X' in appropriate block below)*

6 Months	<input type="checkbox"/>
12 Months	<input type="checkbox"/>
24 Months	<input type="checkbox"/>
36 Months	<input type="checkbox"/>
Custom Period	<input type="checkbox"/>

Commencement Date (dd-mmm-yyyy)	<input type="text"/>
Termination Date (dd-mmm-yyyy)	<input type="text"/>

This lease is considered a: *(Place 'X' in appropriate block below)*

Primary Lease	<input type="checkbox"/>
Secondary Lease	<input type="checkbox"/>

- **MONTHLY RENT** - This stipulates basic rent amount for **Clause 3** of the terms and conditions section.

Monthly Rent	R <input type="text"/>
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- **REMIT RENT BANK ACCOUNT DETAILS** – This stipulates the bank account details in which to remit any amounts payable in terms of **Clause 3a** of the terms and conditions section.

Account Name	<input type="text"/>
Bank	<input type="text"/>
Account Number	<input type="text"/>
Branch Code	<input type="text"/>
Deposit Reference to use	<input type="text"/>

- **LEASE ANNUAL ESCALATION** – This stipulates the percentage by which the lease will increase annually in terms of **Clause 3e** of the terms and conditions section.

Percentage Increase	8 %
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- **PRE-LEASE SPECIAL PERIOD** – This stipulates the dates and rent / services amounts for any special pre-lease duration period if applicable and refers specifically to **Clause 4** of the terms and conditions section.

Period from (dd-mmm-yyyy)	
Period Ending (dd-mmm-yyyy)	
Portional Rent	R
Portional Municipal Services	R

- **DEPOSIT** - This stipulates the rental and municipal services deposit and refers specifically to **Clause 5** of the terms and conditions section.

Rental Deposit	R
Municipal Services Deposit	R
TOTAL DEPOSIT AMOUNT	R

- **ELECTRICITY, WATER & MUNICIPAL SERVICES** - This stipulates the municipal services and apportionment and refers specifically to **Clause 16** of the terms and conditions section.

~ ELECTRICITY

Should this property be let to only one Lessee on the premises, then 100% of the cost of such services will be for the Lessee's account.

In the case of multiple tenants, should the electricity be as per shared supply (Pre-paid or metered) and no separate meters installed per tenant, then the Lessee started in this agreement will be responsible for a percentage of the electricity as per the following percentage:

Percentage of electricity	
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Should separate meters be installed, the Lessee will be billed per Lessee consumption.

~ **WATER**

Should this property be let to only one Lessee on the premises, then 100% of the cost of such services will be for the Lessee's account.

In the case of multiple tenants, should the water be as per shared supply (metered) and no separate meters installed per tenant, then the Lessee started in this agreement will be responsible for a percentage of the water as per the following percentage:

Percentage of water	
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Should separate meters be installed, the Lessee will be billed per Lessee consumption.

~ **OTHER SERVICES (i.e: Sewerage & Refuse)**

Should this property be let to only one Lessee on the premises, then 100% of the cost of such services will be for the Lessee's account.

In the case of multiple tenants, the Lessee started in this agreement will be responsible for a percentage of the other services as per the following percentage:

Percentage of services	
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- **GARDEN MAINTENANCE** - This stipulates the garden maintenance and refers specifically to **Clause 18** of the terms and conditions section.

Percentage of maintenance	
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- **OCCUPANTS** - This stipulates individuals who will be resident on the leased premises and refers specifically to **Clause 28** of the terms and conditions section.

Name of Occupants



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- **SPECIAL CONDITIONS** - Any special conditions are recorded hereto:



TERMS AND CONDITIONS

Upon the following terms, stipulations, conditions and provisions:

1. This lease is granted for a specific period of months as stipulated in the specific detail section above and prescribes a starting date and a terminating date.
2. Should the Lessee intend to extend the lease after the period specified in clause 1 above, they shall do so and in writing to the Lessor and within a time period of least 60 days before the expiry date of this lease and request such an extension. The terms and conditions of any extension must be mutually agreed upon between the Lessor and Lessee.
3. The monthly rent payable by the Lessee shall be as stipulated in the specific detail section above and which rent and any amount payable in terms hereof shall be payable monthly in advance, commencing on the 1st business day of each respective month.
 - a. Payment must be made directly into the Lessor's banking account as reflected below or any other place or account as the Lessor may direct from time to time in writing.
 - b. Any payment made must be done prior to the required deposit date to allow sufficient time for it to be cleared in the Lessor's bank account. *(Typically 3 working days)*
 - c. Payments made to the Lessor in terms of Rent, deposits, Services or any required amounts will be paid into the Lessor's nominated banking account as specified and free from deposit fees. Should the Lessee wish to deposit cash into the Lessor's bank account, then they will add R10 plus R1.50 per R100 of the amount deposited per deposit transaction. *(Example: If R3000 was the cash deposit amount, then the total cash to be deposited would amount to R3000 + R10 + (30 x R1.50) = R55-00)*
 - d. In the event of the Lessee giving a cheque in payment of the monthly rental or for any other reason and that cheque being returned unpaid for whatever reason by the Lessee's Bank, the Lessee hereby undertakes to pay to the Lessor an administrative penalty of R350.
 - e. Should the lease period specified in clause 1 exceed a period of 12 calendar months, then the monthly rent amount and municipal services advance payable as specified in clause 4 will increase by the percentage indicated in every 12 months. The deposit paid by the Lessee and being held by the Lessor must also be increased and adjusted by the percentage increase indicated and such payment must be made by the Lessee within 24 hours of the issuance of an invoice. The percentage increase will be as stipulated in the specific detail section above.
 - f. Any outstanding amounts or late payments in terms of this agreement will be subject to monthly interest at a rate of bank prime plus 5% as well as a monthly administrative penalty of R375 – These amounts will become due immediately and added to any amount outstanding.
 - g. It is expressly agreed by the Lessee that under no circumstances will the monthly rent or any other amount invoiced by the Lessor or due to the Lessor be withheld for any reason whatsoever. In the case of a dispute between the Lessor and Lessee, then the Lessee agrees that such payments will be made in full and prior to any

engagement in arbitration or litigation between the parties. It is also agreed that the Lessee will have no legal right to litigation or arbitration whilst any monies due to the Lessor are outstanding.

4. Pre-lease short term period (if applicable): For the first partial month period preceding the lease period specified in clause 1 above, the Tenant will pay the amounts reflected in the specific detail section above and according to the same terms and conditions as specified in clauses 3(a) to 3(c).
5. The Lessee shall pay a rental deposit as well as a municipal services deposit (if stipulated) as a security deposit which sum is not to be applied on account of Rental. If the lease is cancelled or terminated for any reason whatsoever prior to its expiry, the Lessor shall retain the security deposit in addition to any other rights or remedies that the Lessor may have. If this Lease is not cancelled or terminated, the security deposit shall be returned to the Lessee within thirty days subject to deduction of the cost of any repairs required to be done by the Lessor and caused by the acts or omissions of the Lessee or any one for whom the Lessee is responsible in terms hereof. The rental deposit and municipal services deposit is as reflected in the specific detail section above. The full deposit amount must be paid into the Lessor's bank account within 24 hours of signing this lease agreement or the agreement will be declared null and void and the Lessee will be liable for any costs, advertising expenses and administrative costs incurred in procuring the Lessee and completing this lease agreement. Keys to the premises will only be handed to the Lessee once the full deposit amount is paid and either reflected in the Lessor's bank account or suitable proof of payment is provided by the Lessee. The rental deposit may not be used towards a last month's rental or to offset any outstanding invoice from the Lessor.
6. **Value Added Tax** if applicable shall be added to the rental or any other applicable invoiced amount and be payable by the Lessee. (VAT is not applicable to Residential Property)
7. The Tenant shall not drive or permit to be driven any nails or screws into the walls or ceilings of the said premises in such manner as may be calculated to damage the walls or any portion of the said premises or to create a source of danger or nuisance to any other tenant of the property, or mark or deface any wall or surface, put up shades, blinds or awnings, hang or leave hanging from the exterior of the building any objects, erect radio aerials or television aerials, make any changes or alterations to the premises, paper the walls, erect partitions, or permit the storage or harbour of any articles or do any act, matter or thing calculating or resulting in the increase in the rate of insurance payable in respect of the property.
8. The Tenant shall not write, affix or erect or permit to be written, affixed or erected, any signboard writing, fixtures, fittings, showcase or other erection on the exterior or interior of the premises without the written consent of the Landlord.
9. The Tenant acknowledges that the whole of the said premises, keys, locks, windows, sewerage pans, basins and fittings, electrical installations and fittings and water taps are in a good state of repair and condition and the Tenant hereby promises and undertakes to care for and maintain the whole of the same situated on the landed property to which the Tenant, members of his household, guests, visitors, invitees or servants have access during

the continuance of this Lease or any renewal thereof and at the termination of this Lease to return to or redeliver the same to the Landlord in the same good order and condition as they are received by him and to make good any repair at the Tenant's own cost and charge any damage or breakage or, alternatively, to reimburse the Landlord for the costs of replacing, repairing or making good any broken, damaged or missing articles, the Tenant hereby undertaking to keep and maintain the sewerage pipes, water pipes and drains free from obstruction and blockages.

10. The Tenant shall be responsible for the cost of and any and all the interior renovations of the leased premises necessitated by the action of the Tenant, the members of his household, guests, visitors, invitees or servants and the replacement and repair of all electrical bulbs, light fittings and neon lighting tubes, and the replacement of hot water elements. The maintenance and repair of all windows, frames and lock mechanisms as well as all swimming pool equipment, pumps, filters and maintenance in the said premises shall be the responsibility of the Tenant.
11. The Tenant shall make good to the Landlord's satisfaction any damage to any portion of the said property caused through the delivery to the leased premises or removal there from of any goods by any person, or any damage caused to the premises or the said building, on the Landlord's behalf or by the Tenants family, guests, licensees, invitees, visitors or servants.
12. Without restricting the generality of the foregoing provisions which shall, nevertheless, be of full force and effect, the Tenant shall be responsible for the maintenance, repair, renovation and replacement of the following items: hot water elements and thermostats, broken door handles and locks and missing keys, blocked drains (internal), broken light switches, broken window panes and locks, handles and catches and frames, faulty toilets, broken tiles in any area, female cooker plugs, faulty kitchen units, leaking basins and taps, faulty bathroom sanitary ware, any burglar alarm equipment, any electrical fence equipment, all electrical plugs, all electrical light fittings and any broken item internal or external whatsoever. Notwithstanding anything to the contrary herein contained unless the Tenant shall give written notice to the Landlord not later than forty eight (48) hours after the commencement of this lease in terms of paragraph 1 hereof of any defects, breakages, missing or defective items or any other matters for which the Tenant is responsible in terms hereof, the premises shall be deemed to be in a satisfactory condition throughout and the repair of any defect which shall manifest itself during the term hereof or on expiration hereof shall be the responsibility of the tenant.
13. The Landlord's nominee, caretaker or workforce shall be at liberty at all reasonable times to enter into or upon the Leased premises for the purpose of inspecting the same or to do and carry out any work that may be required to be done to the said premises or to make any alterations or improvements thereto without hindrance or interference on the part of the Tenant and the Tenant shall not be entitled to claim any remission of rent in respect of the foregoing. During a period commencing two months prior to the termination of this lease agreement, the Tenant shall permit prospective Tenants, agents and prospective buyers at reasonable hours to view the premises. The Tenant also hereby agrees to have no communication with any prospective future Tenant, agent or prospective buyer with any respect to the premises, monetary issue, environment, neighbours or any related matter

whatsoever and the Tenant hereby acknowledges that the Landlord would have substantial legal claim against such Tenant resulting of a contravention of this agreed communication protocol. The minimum penalty in such case shall amount to no less than the security deposit described in clause 5.

14. The Tenant hereby acknowledges that he shall not under any circumstances have any claim or right of action whatsoever against the Landlord for any damages, loss or otherwise nor be entitled to withhold or defer payment of the rental by reason of the premises being in a defective condition or falling into disrepair or any particular repair not being effected by the Landlord. Notwithstanding anything to the contrary herein contained, the Landlord shall not be responsible to the Tenant or any other person for the loss, damage or injury caused to the contents of the premises leased or to the persons of the Tenant's employers, invitees or licensees. The contents for purposes hereof shall include any fixtures, furnishings, books, papers and any article whatsoever and whether such loss, damage or injury is caused due to any defect in the premises, act of God, overflow of water supply, leakage, electrical fault, rain, flood, hail, water, storm, burglary, theft, forcible entry, riot, political motive or any other cause whatsoever and the Tenant specifically indemnifies the Landlord against any claim by his employees, invitees, licensees or any other person or company in respect of any such loss, damage or injury.
15. The Tenant shall not have the right to sub-let the premises or any portion thereof or to allow any other person on his behalf to occupy the same without the prior written consent of the Landlord. Should such consent be granted, the Tenant shall be jointly and severally liable with the sub-tenant for payment of the rental and observance of all the terms and conditions of this lease.
16. The Tenant shall be responsible for electricity supply and consumption, water supply and consumption, sewerage charge, refuse removal charges or any other charge as levied by the municipality. Services will be billed for in arrears.
17. Should a gas geyser or any gas appliance be installed in the leased section, then the Lessee is required to refill the gas bottle per consumption and to refill the gas bottle upon vacating the premises.
18. The Tenant shall be responsible to maintain the garden, garden walls, grounds and any hedges in good order during the tenancy. Should the Tenant not maintain the garden areas of the unit occupied by him to the satisfaction of the Landlord then notwithstanding any other remedy which the Landlord may have in terms of the Lease, the Landlord is permitted to maintain the said garden areas himself and look to the tenant(s) for reimbursement.

The 'prime tenant' agrees to incur fair expenditure to all parties in fulfilling their obligations in the case of a multi-tenant property.

19. The Tenant hereby chooses domicilium citandi et executandi for all purposes hereunder at the leased premises and all notices which the Landlord is required or may desire to give to

the Tenant or any process, pleading or documents and any notice of proceedings arising out of this deed of lease which the Landlord is required or may desire to give to the Tenant or any process, pleading or documents in any action or proceedings arising out of this deed of lease which the Landlord is required or may desire to served upon or give the Tenant shall be deemed to have been duly served and received by the Tenant if sent by pre-paid registered post addressed to the Tenant at the aforementioned domicilium.

20. No agreement or variance to the terms and conditions of this deed of lease shall be binding upon the parties unless reduced in writing and signed by all parties hereto or their duly authorised representatives. Any indulgence the Landlord may show the Tenant and any act of the Landlord accepting payments after due dates shall more particularly not in any way prejudice the rights of the landlord or be construed as a waiver of the same by the Landlord. The Landlord shall be entitled at all times to insist on strict compliance with the terms hereof without notice and notwithstanding any prior indulgence which may have been granted.
21. In the event of the amount payable by the Landlord in respect of Rates and Taxes or Maintenance on the Lessor's property of which the building forms part being increased over and above the amount payable at the commencement of the lease, then the rental shall be increased proportionately with effect from the date of such increase, the calculation of such proportionate increase being effected in such a manner as to cause the increase payable by the Tenant to be in accordance with the proportion which the monthly rental payable by the Tenant bears to the total monthly rental value of the building at then current rates.
22. If the said premises shall be totally destroyed by fire then this lease shall be ipso facto terminated and if the parties cannot agree on the fact whether there has been a total destruction in the sense of this clause then the Landlords decision will be binding.
23. If the said premises be partially destroyed by fire during the period of this lease or any renewal thereof, then such destruction shall be repaired and made good by the Landlord as expeditiously as may be reasonably possible and the Lease shall continue and the Tenant shall be entitled to fair and reasonable abatement of rent only in respect of any loss of beneficial occupation, but not to any compensation whatsoever.
24. In view of the prevalence of beetles, woodborer and other pests in timber in the Cape Province, the Landlord is relieved from any responsibility whatsoever for any damage which may be sustained by the Tenant through the presence, present or future, of any pests in the premises and / or building of the group of buildings of which the premises form part, or from any other cause whatsoever and the tenant hereby acknowledges that he has read this condition and is fully acquainted with the meaning thereof.
25. Should any payment due or instalment of rent or any sum or sums payable by the Tenant in terms of this lease, not be paid by due date or should the Tenant contravene or permit the contravention of any one or more of the provisions of this lease or fail in the observance of any one or more terms and conditions of this lease (each of which provisions, terms and conditions shall be deemed to be material) the Landlord shall be entitled notwithstanding any prior waver, extension or condition and without prejudice to any other right the

Landlord may have the right hereunder to cancel this lease, to obtain repossession of the premises and for that purpose to take whatever action may be necessary for the immediate ejection of the tenant from the premises without prejudice furthermore to the Landlord's right to claim Rental already accrued and such further damages as the Landlord may sustain by reason of the Tenant's breach or default or cancellation of the lease including all legal charges of whatsoever nature incurred on the scale as between attorney and client. Landlord shall also be entitled to claim an administrative fee of R5000. Such actions shall be governed by the following:

- a. In terms of The Consumer Protection Act in section 14(2) (ii) states that as this agreement is for a fixed term (a lease) –

*"the supplier (**landlord**) may cancel the agreement (**lease**) 20 business days after giving written notice to the consumer (**tenant**) of a material failure by the consumer (**tenant**) to comply with the agreement (**lease**), unless the consumer (**tenant**) has rectified the failure (**breach**) within that time".*

- b. Should the Tenant default on any payment that is due, then the Landlord shall at his/her sole discretion issue written notice of material failure and demand in accordance with this lease agreement and / or notification to cancel the lease in terms of Clause 25(a) – The Landlord reserves the right to serve the cancellation notice at the same time as the material failure / final demand notice or at any stage thereafter. *Once the cancellation notice is served, any remedy of breach on behalf of the Tenant will not reverse the cancellation action as per the consumer protection act.*
- c. Should the lease be cancelled by the Landlord in terms of clause 25(a) and 25(b), then it is agreed that the maximum reasonable period for the Tenant to vacate the premises will be 7 days from the date of lease cancellation and the tenant shall vacate the premises within those 7 days and remove all their personal property / belongings unless they have been attached by the sheriff of the court.
- d. From the date that the Lease is cancelled in terms of clause 25(a) and during the period mentioned in clause 25(c), the tenant is no longer considered a tenant, he/she is considered an unlawful occupier in terms of the consumer protection act. The unlawful occupier is therefore liable for damages that amount for his /her "unlawful occupation" in addition to any arrears, penalties or other costs and expenses that accrued under this lease agreement.
26. The Landlord reserves the right to make other and further reasonable rules and regulations as in its sole discretion made from time to time being needed for the safety, care and cleanliness of the leased premises and the buildings in which the leased premises form part and for the preservation of good order therein and the peaceful occupation thereof by tenants of the buildings and to give one month's notice of the imposition of such rules and regulations to the Tenant upon whom such rules and regulations shall be binding and observed by the Tenant, his family, guests, visitors, servants and invitees.

27. The Tenant accepts that notwithstanding any other clause or condition that the Landlord has the right to cancel this lease by giving two (2) calendar months notice should he effectively sell or negotiate the sale of the said property or premises.
28. The premises are let to the tenant for residential purposes only and the tenant shall not be entitled to take in boarders or paying guests or permit the occupation of the premises by any person other than those named hereunder without the written consent of the Landlord. Only the individuals listed on this lease may be resident on the premises.
29. The costs and preparation of this lease and stamping hereof shall be borne by the Tenant. The lease fee shall amount to Roand is payable on signing this agreement. Stamp duty is not applicable.
30. The Tenant hereby agrees to offer due consideration to neighbours and other occupants on the said premises and agrees that all conduct will be conducive to a suitable environment intended for the said premises. The Tenant agrees to comply with all municipal laws and by-laws at all times.
31. The Tenant confirms that he / she has read the contents of this Lease and is familiar with its contents, implications and reference to any Act and confirms that he is bound by the contents of this lease.

This lease agreement is initialled on each page and signed and dated as follows:

DATE (dd-mmm-yyyy)	
PLACE	

Landlord Signature	
Witness 1	
Witness 2	

Tenants Signature	
Witness 1	
Witness 2	

Note: The Tenant (and his/her witnesses) will sign the agreement and then deliver to the Landlord who will then sign (and his/her witnesses) and once completed, the Landlord will send a copy of the signed lease agreement to the Tenant.