

13. ONUS & AGENCY

- 13.1. Where the Tenant must obtain the written permission of the Landlord in terms of this lease agreement, and it is believed that permission is unreasonably refused, the onus of proof lies with the Tenant.
- 13.2. The Landlord is entitled to appoint a managing agent to manage this lease on its behalf, and will inform the Tenant of such decision or resulting changes to the lease, in writing.

14. CANCELLATION

- 14.1. The Tenant may choose to cancel the lease at any time, but must give the Landlord at least **20 (twenty) business days'** written notice.
- 14.2. Should the Tenant cancel the lease before the lease period expires, it will be liable to pay a reasonable cancellation penalty, calculated as follow:

% LEASE PERIOD REMAINING	NOTICE GIVEN	CANCELLATION FEE TO BE PAID BY TENANT
> 50%	Between 20 and 40 business days	3 x monthly rent + all rent and services up to termination + any damages to the premises.
> 50%	More than 40 business days	2,5 x monthly rent + all rent and services up to termination + any damages to the premises.
< 50%	Between 20 and 40 business days	2 x monthly rent + all rent and services up to termination + any damages to the premises.
< 50%	More than 40 business days	1,5 x monthly rent + all rent and services up to termination + any damages to the premises.

15. BREACH OF AGREEMENT

- 15.1. Should either the Landlord or Tenant breach any term of this agreement, the other must advise the defaulting party of the breach and give a minimum of **7 (seven) days** to rectify the breach.
- 15.2. If the Tenant fails to pay any amount due and payable in terms of this agreement on the due date or should the Tenant breach any other term of this agreement and remain in default after notice has been provided to rectify the breach, the Landlord may choose to cancel this agreement by providing notice. If the Landlord chooses to cancel the agreement, any claim it may have of arrear rental or damage or cost due to breach or cancellation, will not be prejudiced.
- 15.3. If the Landlord cancels this lease agreement, and the Tenant disputes the cancellation and remains in occupation of the Premises, the Tenant will continue to pay the agreed rental amount, and other agreed costs on the due date until the matter has been resolved through mediation, litigation or the Rental Housing Tribunal.
- 15.4. If the dispute is found in the Landlord's favour, all payments made will be regarded as amounts paid by the Tenant on account of damages suffered by the Landlord. If the dispute is found in favour of the Tenant, all payments made by the Tenant will be regarded as amount paid on account of the rent payable by the Tenant.