



Residential Lease Agreement

The Landlord hereby leases to the Tenant and the Tenant hereby lets the Premises, subject to the terms and conditions contained in this Agreement.

RESIDENTIAL LEASE AGREEMENT

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1. SCHEDULE

1.1	Property Practitioner	Houss (Pty) Ltd		
1.2	Landlord	Olifantsfontein Residential Apartments (Pty) Ltd.		
	Registration Number	2018/381180/07		
	VAT Registration Number	n/a		
1.3	Name of Tenant(s)			
	Name	Identity Number /Registration Number	VAT Registration Number	
	Moshe John Gideon Matabologa	9405155095088		

DESCRIPTION OF PREMISES

1.4	Unit / Door Number	02-4F	Complex / Building Name	Ndlovu Lifestyle Apartments
	Street Number		Street Name	cnr lever road, Olifantsfontein Rd
	Suburb	Noordwyk	City	Midrand
	Province	Gauteng	Postal Code	1687
1.5	Parking Bay Number(s)	X		
1.6	Pets Allowed	Yes	No X	Number and Details

TENANT(S) COSTS

1.7	Monthly Costs	
1.7.1	Rental	R6,200
1.7.2	Fixed Utility Charges	R0
1.7.3	Appliances/Furniture Rental	R0
1.7.4	Other	R 0

TOTAL	R6,200
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(*all payments received from the Tenant shall firstly be applied to the charges in the order set out in items 1.7.2 to 1.7.4 and the remainder in respect of the balance of the Rental).

Description Other

1.7.5 **Debit Order:**

Payment Method

Debit
Order

X

Date of Monthly Debit Order:

1st

OR

25th

25th of every month

Debit Order Amount

R6,200

In terms of this Debit Order Instruction -

· The account holder hereby instructs and authorises the Landlord or Property Practitioner to debit and draw on, a monthly basis, all rental and ancillary amounts owed by the Tenant in terms of the Residential Lease Agreement ("the Lease Agreement") entered into by the Tenant, against the Tenant's Nominated Bank Account, as set out in item 1.12. The 1st (first) debit order will run against the Tenant's Nominated Bank Account on the Commencement Date set out in item 1.20, and thereafter monthly on the date set out in item 1.7.5. The date of the debit order will be the 1st of every month, should the Tenant fail to select the date.

· The account holder authorises the Landlord, or Property Practitioner, to verify the details of the Tenant's Nominated Bank Account, as set out in item 1.12 and to confirm at any time that such debits and withdrawals from the Tenant's Nominated Bank Account shall be deemed to have been authorised by the account holder personally.

Should the bank not honour any one or more payments authorised in terms of this Debit Order Instruction and due and owing by the Tenant, the Landlord or Property Practitioner is further authorised to debit any outstanding monies due and owing by the Tenant from the Tenant's Nominated Bank Account at a date other than the date specified in item 1.7.5, alternatively during subsequent months.

· The account holder may at any time during the subsistence of the Lease Agreement request that the Landlord or Property Practitioner supply the Tenant with a detailed invoice setting out all amounts debited from the Tenant's Nominated Bank Account in terms of this Debit Order Instruction.

The authority given in terms of this Debit Order Instruction may be cancelled by the account holder giving 30 (thirty) days' written notice to the Landlord, or Property Practitioner, provided that such notice may not be given prior to the legal termination of the Lease Agreement by the Tenant or the Landlord.

The Tenant agrees to be responsible for all the Landlord's bank charges related to any rental payments or debit order authorisations, including transaction rejections and administrative costs as contemplated in clause 6.3.3 of the Lease Agreement.

1.8	Deposit	R6,200	held by:		Landlord
	Deposit must be paid before this Lease Agreement is valid		Yes		
1.9	Administration Charges (including a Credit Check Fee)	R1000 for individual application , R1500 for company / trust application (Including VAT)			
1.10	Rental Escalation	Determined by the Landlord from time to time.			
1.11	Inspection and Exit Fees				
1.11.1	- Inspection and/or Cleaning	R800			
1.11.2	- Fumigation	R550			
1.11.3	- Plumbing	R450			
	(*the cleaning fee may be reversed by the Landlord, if the Premises is returned in the same condition the Premises was received at the commencement of the Lease Agreement and provided no maintenance work is to be carried out as a result of a breach or otherwise).				
1.12	Tenant(s) nominated bank account				
	Name of Account Holder	Moshe Matabologa			
	Bank	FNB			
	Bank Branch	Soshanguve			
	Branch Code	250655			
	Account Number	63080933485			
	Reference	Moshe			
1.13	Landlord's nominated bank account				
	Name of Account Holder	Olifantsfontein Residential Apartments (Pty). Ltd.			
	Bank	Nedbank			
	Bank Branch	Business Northern Gauteng			
	Branch Code	198765			
	Account Number	1275518397			
	Reference	as per statement			
1.14	Landlord's contact details				
	Physical Address	5 Lynx Street, Treesbank, Midrand, 1682			
	Postal Address	PO Box 70406, Bryanston, 2021			
	Telephone	(011) 300 8700			
	Email	applications@houss.co.za			

1.15 Tenant(s) contact details

Physical Address	
Postal Address	0200
Home Telephone	+0606434277
Work Telephone	+27 60 643 4277
Cellular	+27 60 643 4277
Email	gideonmatabologa@gmail.com

1.16 Tenant(s) next of kin contact details

Physical Address	Moshe
Postal Address	Bellevue East
Home Telephone	0606434277
Work Telephone	
Cellular	0606434277
Email	gidenmataboloa@gmail.com

1.17 Property Practitioner's contact details

Physical Address	Building 1A, Riversands Outlet Park, Riversands Boulevard, Knopjeslaagte, Midrand, 1682
Postal Address	PO Box 70406, Bryanston, 2021
Telephone	(011) 300 8702
Email	legal@houss.co.za

1.18 Interest rate of 2% (two percent) per Month on arrear Rental and ancillary charges up to a maximum of 24% (twenty four percent) per annum.

1.19 Period Month-to-Month

1.20 Effective Date 01/07/2024

1.21 Maximum Occupants

1 Bed – 2 adults

2 Bed – 2 adults and 2 children (under 18 years)

3 Bed – 3 adults and 3 children (under 18 years)

Any increase in the number of people shall be subject to the prior Written consent of the Landlord, Access codes will only be issued to persons 10 years and older.

	Name	Identity Number
Occupant 1	Moshe Matabologa	
Occupant 2		
Occupant 3		
Occupant 4		
Occupant 5		
Occupant 6		

1.22 Permitted Vehicle Registration Numbers

Permitted Vehicle 1	FXJ 677 NW
Permitted Vehicle 2	N/A

1.23 Alternative Accommodation Address

Alternative Accommodation Address	6 Frans Du Toit Street
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2. DEFINITIONS

In the Lease Agreement, unless the context requires otherwise, the words below mean the following:

- 2.1. **"Alternative Accommodation"** means the address of a place of alternative accommodation set out in item 1.23;
- 2.2. **"Body Corporate"** means the body corporate and/or homeowners' association applicable to the Premises;
- 2.3. **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in South Africa;
- 2.4. **"Common Area"** means any part of the Estate, including facilities intended for the shared use by all tenants in the Estate (which may include all or any of a clubhouse, gatehouse, gym, swimming pool, tennis courts and any such additional facilities as may be applicable, determined by the Landlord from time to time);
- 2.5. **"Constitution"** means the Constitution of the Republic of South Africa 108 of 1996;
- 2.6. **"CPA"** means the Consumer Protection Act 68 of 2008;
- 2.7. **"Data Protection Legislation"** means POPIA, ECTA, PAIA and the Constitution, and all other applicable laws and regulations relating to the processing of personal information and privacy;
- 2.8. **"Debt Collector"** means any person defined as such in Section 1 of the Debt Collectors Act 114 of 1998;
- 2.9. **"Debt Collectors Act"** means the Debt Collectors Act 114 of 1998;
- 2.10. **"Deposit"** means the amount payable by the Tenant to the Landlord prior to the Tenant moving into the Premises;
- 2.11. **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002;
- 2.12. **"Effective Cause"** means the main reason for the Tenant entering into the Lease Agreement;
- 2.13. **"Effective Date"** means the commencement date of the Lease Agreement as set out in item 1.20, alternatively the date on which the payment of the Deposit is paid, in accordance with the requirements of item 1.8 (where selected), notwithstanding the Signature Date;
- 2.14. **"Estate"** means the estate of which the Premises forms part (including the common property and all improvements), and may include a scheme as contemplated in the Community Schemes Ombud Service Act 9 of 2011;
- 2.15. **"Estate Rules"** means the Rules;
- 2.16. **"Fair Wear and Tear"** means any decline which results from ordinary use and exposure over time, including breakage or malfunction due to age or deteriorated condition, but not where such decline results from negligence, carelessness, accidents, or abuse by the Tenant or the Tenant's visitors;
- 2.17. **"Landlord"** means the Party set out in item 1.2 and any representative duly authorised to act on behalf of the Landlord. This may also, where it is clear from the context, include the Property Practitioner or the Property Practitioner's duly appointed representative (as the case may be);
- 2.18. **"Lease Agreement"** means this Residential Lease Agreement together with all its annexures and schedules (including the Estate Rules), as amended from time to time;
- 2.19. **"Mandatory Disclosure Form"** means the mandatory disclosure form completed by the Landlord in relation to the Premises, as required by the PPA, which is attached hereto (if applicable);
- 2.20. **"Material Breach"** means any breach of the Lease Agreement which:
 - 2.20.1. the Lease Agreement defines as a **"Material Breach"**;
 - 2.20.2. has or is likely to have a serious financial or legal impact on either Party to the Lease Agreement;
 - 2.20.3. has or is likely to have a serious impact on the ability of either Party to the Lease Agreement to enjoy its rights under the Lease Agreement;
 - 2.20.4. is not remedied by the Party who is in breach within 7 (seven) calendar days of being asked to do so by the other Party; or
 - 2.20.5. happens more than once in any 3 (three) Month period;
- 2.21. **"Month"** means a calendar month, commencing on the 1st (first) day of such a month and terminating on the last day of such month;
- 2.22. **"PAIA"** means the Promotion of Access to Information Act 2 of 2000;
- 2.23. **"Parties"** means the Landlord and the Tenant, and **"Party"** means either one of them, as the context may indicate;
- 2.24. **"Period"** means the term of the Lease Agreement, which is from Month-to-Month;
- 2.25. **"Personal Information"** means the personal information ascribed to it in section 1 of POPIA;
- 2.26. **"POPIA"** means the Protection of Personal Information Act 4 of 2013;
- 2.27. **"Premises"** means the premises set out in item 1.4 and the parking bay(s) set out in item 1.5;
- 2.28. **"Property Practitioner"** means the Party set out in item 1.1;
- 2.29. **"PPA"** means the Property Practitioners Act 22 of 2019;

- 2.30. **"PPRA"** means the Property Practitioners Regulatory Authority, as established in the PPA;
- 2.31. **"Rental"** means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises;
- 2.32. **"Rental Housing Act"** means the Rental Housing Act 50 of 1999;
- 2.33. **"Rules"** means the applicable rules of the Body Corporate, homeowners association (including its memorandum of incorporation), Estate Rules and/or management rules, which shall deem to include any amendments thereto, prior or after the Signature Date, the terms of which are deemed to have been incorporated herein by reference and as may be amended from time to time;
- 2.34. **"Short Term Consumables"** means goods used within or for the Premises that must be replaced on a regular basis, which will include electrical globes, fittings and switches;
- 2.35. **"Sign"** means a handwritten signature;
- 2.36. **"Signature Date"** means the date of signature of the Lease Agreement by the last Party signing;
- 2.37. **"Smoking"** means the lighting or use of any tobacco or other substances, including cigarettes and cigars, the use of any smoking devices, including electronic cigarettes, vapes and the like, and **"Smoke"** shall have a corresponding meaning;
- 2.38. **"South Africa"** means the Republic of South Africa, as constituted from time to time;
- 2.39. **"Specific Performance"** means the fulfilment of either Party's obligations in terms of the Lease Agreement;
- 2.40. **"Tenant(s)"** means the Party(ies) set out in item 1.3;
- 2.41. **"Termination Date"** means the date of termination of the Lease Agreement for any reason whatsoever, whether on the date set out in item 1.19, or on the date upon which the Lease Agreement is terminated or cancelled in accordance with its terms or any relevant legislation;
- 2.42. **"The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act"** means The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act 19 of 1998;
- 2.43. **"Utilities"** mean all charges in respect of the use and consumption of electricity, water (including hot water), sewer, refuse and any other utilities supplied to the Premises;
- 2.44. **"VAT Act"** means the Value-added Tax Act 89 of 1991;
- 2.45. **"VAT"** means the value-added tax imposed in terms of the VAT Act, including any similar tax which may be imposed in place thereof from time to time;
- 2.46. **"Vehicles"** means a mobile machine that transports both people or cargo. This definition includes, but is not limited to wagons, bicycles, motor vehicles, watercraft and trailers; and
- 2.47. **"Writing"** means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents, together with information or data in electronic form.

3. INTERPRETATION

- 3.1. Any reference in the Lease Agreement to:
 - 3.1.1. a **clause** is, subject to any contrary indication, a reference to a clause of the main body of the Lease Agreement;
 - 3.1.2. an **item** is, subject to any contrary indication, a reference to an item in the Schedule to the Lease Agreement;
 - 3.1.3. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of the government, local government, statutory or regulatory body or court having legal authority within South Africa; and
 - 3.1.4. **person** means, unless the context indicates otherwise, any natural or juristic person, government, state, agency or organ of state.
- 3.2. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 3.3. The headings do not govern or affect the interpretation of the Lease Agreement.
- 3.4. If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of the Lease Agreement.
- 3.5. Unless the context indicates otherwise, an expression which denotes any gender includes the other gender; reference to a natural person includes a juristic person; the singular includes the plural and the plural includes the singular.
- 3.6. Any number of days prescribed in the Lease Agreement excludes the first day and includes the last day.
- 3.7. The words "including" and "in particular" are without limitation.
- 3.8. Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time, and includes all regulations and schedules to such legislation.
- 3.9. Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 3.10. A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 3.11. A time of day is a reference to Johannesburg time.

- 3.12. The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the Party responsible for the drafting of the contract does not apply.
- 3.13. The cancellation or termination of the Lease Agreement does not affect those of its provisions which expressly provide that they will operate after cancellation or termination, or which must continue to have effect after cancellation or termination, or which must by implication or by their nature continue to have effect after cancellation or termination.
- 3.14. No provision in the Lease Agreement is intended to contravene or limit any applicable provisions of the CPA, POPIA or the Rental Housing Act.

4. LEASE AGREEMENT

The Landlord leases the Premises with the use and enjoyment thereof to the Tenant and the Tenant hires the Premises from the Landlord, subject to the terms contained in this Lease Agreement.

5. TERM OF THE LEASE AGREEMENT

It is recorded that the Lease Agreement is concluded on a Month-to-Month basis on such terms as herein contained and it is therefore not a fixed-term agreement.

6. RENTAL

- 6.1. The Rental is the amount set out in item 1.7, or as increased from time to time in accordance with clause 6.6, and **shall be paid, Monthly in advance**, in accordance with the payment method set out in item 1.7.
- 6.2. The Landlord's nominated bank account details are set out in item 1.13.
- 6.3. The Tenant shall:
 - 6.3.1. ensure that the Rental clears into the Landlord's nominated bank account by the **1st (first) day of every Month**;
 - 6.3.2. confirm with the Landlord / Property Practitioner that payment has been received; and
 - 6.3.3. repay the Landlord / Property Practitioner for any bank or any other charges resulting from any payment made by the Tenant to the Landlord / Property Practitioner.
- 6.4. The Tenant will be charged interest on any overdue amount(s) at the rate set out in item 1.18, calculated from the first day of the Month on which such amount became due, up to the date of payment of such amount(s) by the Tenant in full.
- 6.5. The Rental cannot be reduced by the Tenant for any reason whatsoever.
- 6.6. The Rental will increase annually.
- 6.7. The Landlord may, at any time during the subsistence of the Lease Agreement, or any subsequent renewal hereof (if applicable), demand that the Tenant authorise a debit order in respect of any payment which is due and owing in terms of the Lease Agreement. The Tenant shall sign the applicable debit authorisation form to this effect, when called upon to do so and shall pay to the Landlord a surcharge of R250,00 (Two Hundred and Fifty Rand) should the Tenant either stop the debit order or if the debit order fails. The Tenant shall furthermore pay to the Landlord a surcharge of R100,00 (One Hundred Rand) in lieu of all bank charges which may be payable in respect of any payments, other than by way of debit order received by the Landlord in terms of the Lease Agreement.

7. CHARGES BY SERVICE PROVIDERS

- 7.1. The Tenant shall be liable for and pay on demand all amounts in respect of charges (plus VAT thereon) levied by service providers supplying services to the Premises, including:
 - 7.1.1. electricity, including basic service and network charges (availability charges), meter service charges, Common Area charges and charges in respect of consumption or estimated consumption;
 - 7.1.2. water, including basic service and network charges (availability charges), meter service charges, Common Area charges and charges in respect of consumption or estimated consumption;
 - 7.1.3. alarm system (if applicable);
 - 7.1.4. gas, sewerage, refuse removal and all utility and/or availability charges, other than the levy imposed in respect of the Premises;
 - 7.1.5. all municipal and other service charges levied in respect of the Premises and the applicable participation quota of the Common Areas during the Period, which shall include but not limited to, charges for the Utilities, utility management fee and Common Areas (including contributory electricity usage), collected from or used at or in respect of the Premises and the applicable participation quota of the Common Areas during the Period; and
 - 7.1.6. internet connectivity charges, WiFi and data usage charges (as the case may be).
- 7.2. The Tenant shall pay the charges contemplated in clause 7.1 to the Landlord / Property Practitioner / service provider, as may be applicable, via electronic wallet or on presentation of invoice, simultaneously with the payment of the Rental and in terms whereof:
 - 7.2.1. the Tenant hereby consents to the Landlord aggregating and accumulating all payments made by the Tenant under the Lease Agreement to a unified virtual or notional repository of stored value associated with the Tenant ("Wallet"), to be applied to the Tenant's account in accordance with the provisions herein contained; and

- 7.2.2. the Landlord shall have the right to allocate and apportion any value reflected in the Tenant's Wallet at any time towards settling the Tenant's indebtedness in respect of all outstanding Rental and/or charges owed by the Tenant in terms of the Lease Agreement (including Utilities) and in an order of precedence as the Landlord may determine in its sole discretion.
- 7.3. Without limiting the generality of clause 7.2 above and in the event that the value reflected in the Tenant's Wallet at any time is insufficient to satisfy any indebtedness and charges owing or the Tenant is otherwise in arrears:
 - 7.3.1. the Landlord shall not be obliged to top up any Utility account or the Wallet of the Tenant and shall be entitled to suspend the dispensing of prepaid tokens to the Tenant in respect of such Utility; and/or
 - 7.3.2. the Landlord shall be entitled, at its sole and absolute discretion, to cause the provision of Utilities to be suspended, terminated, throttled and/or otherwise limit the supply thereof to the Tenant, until the balance of the Tenant's Wallet increases or the arrears are settled.
- 7.4. If the Tenant arranges for any service provider to supply a service to the Premises, the Tenant must pay the service provider directly. The Tenant acknowledges that the Landlord may at any time request a printout of the Tenant's account with the service provider to confirm whether the Tenant is promptly making payments to such service provider.
- 7.5. If the Tenant does not repay the Landlord any amount which the Landlord pays in terms of clause 7.1 or if the Landlord pays a service provider directly for any amount which is due and owing by the Tenant, the Landlord shall be entitled, in its sole discretion, to deduct such amount paid by the Landlord from the Deposit, or claim such amount from the Tenant.
- 7.6. Any failure by the Tenant to timeously pay any amount due by the Tenant to a service provider or the Landlord shall constitute a Material Breach of the Lease Agreement.
- 7.7. If the levies, utilities, rates and/or taxes in respect of the Premises increase at any time during the subsistence of the Lease Agreement, the Landlord shall be entitled to increase the Rental to accommodate such increase in the levies, rates and/or taxes.
- 7.8. The Landlord will not be responsible for any disconnection, failure or interruption of any machinery, plants, lifts, apparatus, drainage system, or in the supply of electricity, water and/or gas (as the case may be) to the Premises (including the Estate) due to whatever cause (including the suspension, termination, throttling and/or otherwise limiting the provision of utilities as contemplated in amongst others clause 7.3) and the Landlord will not be responsible for any damage or loss (without any restriction) which results from such interruption, disconnection and/or any reconnection.

8. ADDITIONAL CHARGES PAYABLE BY THE TENANT

- 8.1. In addition to the charges by service providers contemplated in clause 7, the Tenant shall also be responsible for the following additional charges:
 - 8.1.1. the Lease Agreement administration fee set out in item 1.9, which shall be payable notwithstanding the fact that the Tenant's application to conclude the Lease Agreement may be or is unsuccessful;
 - 8.1.2. inspections required in terms of the Rental Housing Act, and all other inspections agreed upon between the Parties, the inspection and exit fee set out in item 1.11, which may increase from time to time;
 - 8.1.3. Debt Collector fees in terms of the Debt Collectors Act, in the event that the Tenant fails to timeously pay any amount due to the Landlord in terms of the Lease Agreement; and
 - 8.1.4. bank or administration charges in respect of failed debit orders or failure to pay the Rental (or any other amount) on or before the 1st (first) day of the Month.
- 8.2. The Tenant shall make payment of the charges referred to in clause 8.1 to the Landlord / Property Practitioner, as applicable, on presentation of an invoice.
- 8.3. Should:
 - 8.3.1. the Tenant fail to pay the Rental on or before the 1st (first) day of each Month during the Period; and/or
 - 8.3.2. the Tenant's debit order be returned due to insufficient funds or for any reason whatsoever,
 the Landlord shall be entitled to levy an administration charge of R500,00 (Five Hundred Rand) (including VAT) in respect of each such payment and/or debit order return.
- 8.4. In the event of the cancellation or termination of the Lease Agreement, and should the Parties agree to reinstate and/or conclude an addendum to the Lease Agreement, the Tenant hereby consents to the Landlord conducting a further credit check and agrees to be liable for all credit check fees.
- 8.5. Should the Tenant elect to terminate or cancel the Lease Agreement and the Tenant gives the Landlord less than 1 (one) calendar Month's Written notice that it terminates or cancels the Lease Agreement during or after the Period, the Tenant shall pay to the Landlord a once-off short notice charge alternatively penalty equal to 1 (one) month's rental. The payment of the once-off short notice charge (which shall deem to constitute a reasonable cancellation penalty fee as contemplated in Section 14 of the CPA), shall not affect any other rights which the Landlord may have against the Tenant as a result of the said cancellation.

9. DEPOSIT

- 9.1. The Deposit is the amount set out in item 1.8.
- 9.2. The Tenant will pay the Deposit on or before the Signature Date. When the Lease Agreement terminates and subject to clause 9.5, the Landlord may use the Deposit, together with any interest accrued thereon, to pay all amounts which the Tenant is liable in terms of the Lease Agreement, including the reasonable costs of repairing any damage caused to the Premises as

contemplated in clause 12, 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 the Lease Agreement, including interest thereon.

- 9.3. The Deposit will be placed in an interest-bearing account with a registered financial institution and the Landlord will pay to the Tenant such interest as may be payable on the Deposit invested in an immediate call account. When the Lease Agreement terminates, after deducting all amounts owed by the Tenant in terms of any provision contained in the Lease Agreement, the Landlord shall pay the remainder of the Deposit (including the interest which may have accrued thereon whilst invested in an immediate call account) to the Tenant, within 14 (fourteen) days after the restoration of the Premises.
- 9.4. During the subsistence of the Lease Agreement, the Deposit may be used by the Landlord or Property Practitioner (as the case may be), after a breach of the Lease Agreement by the Tenant which is not timeously remedied and whereafter the Tenant shall immediately replenish the Deposit.
- 9.5. If, during the subsistence of the Lease Agreement, 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.
- 9.6. 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.
- 9.7. Should the Lease Agreement be subject to the suspensive condition set out in item 1.8, the Lease Agreement shall only commence upon payment of the Deposit. Should the Tenant fail to pay the Deposit by the due date, the Lease Agreement shall be of no force and effect and neither Party shall have any claim whatsoever against the other Party.
- 9.8. The Tenant hereby acknowledges and agrees that the Deposit set out in item 1.8, may be ceded to another duly registered property practitioner who has been mandated to collect the Rental or any other amounts due and owing to the Landlord in terms of the Lease Agreement.
- 9.9. The Tenant will repay to the Landlord / Property Practitioner any bank, or other charges resulting from any payment, handing or management of the Deposit.
- 9.10. It is moreover agreed by the Parties that should the Tenant pay the Deposit and the first Month's Rental, however failing thereafter to take occupation of the Premises, the Landlord shall be entitled to forthwith cancel the Lease Agreement and retain the Deposit, interest, and any other payments in lieu of liquidated or genuine pre-estimated damages.
- 9.11. When the Tenant vacates the Premises, the Tenant shall supply the Landlord with the final account from the municipality in respect of the Premises for refuse, sewerage, water, electricity and gas (if applicable), and provide proof to the Landlord that the account has been paid, before the Deposit will be refunded to the Tenant. As the municipal bill is issued monthly in arrears, the municipality's final account does not extend to the date on which the Tenant vacates the Premises. The Tenant will have to pay to the Landlord an estimated amount as the final account to cover the balance of the municipal bill. The Tenant must provide the Landlord with proof that all the municipal and other costs in respect of the Premises have been paid up to date, before the Tenant may request that the Deposit be refunded.

10. USE OF THE PREMISES

- 10.1. The Tenant will only use the Premises as a place of residence and shall not be entitled to use the Premises for the purpose of conducting any business without first obtaining the consent of the Landlord, in Writing.
- 10.2. **The allocated parking may only be used for the parking of a Vehicle, which must be in working order. No trucks, caravans or trailers are permitted** without first obtaining the consent of the Landlord, in Writing.
- 10.3. The garage and/or parking area in respect of the Premises may only be used for parking Vehicles (a maximum of 1 Vehicle per 1 and 2 bedroom units, and 2 Vehicles per 3 bedroom unit will be permitted). Additional parking can be rented for an extra charge per Month per bay and only if available (which charge is available on application).

11. RULES

- 11.1. **The Tenant undertakes to read and familiarise the Tenant with the Rules.** It is specifically recorded that the Rules are an essential part of the Lease Agreement and any breach of the Rules constitutes a Material Breach of the Lease Agreement. Any penalties and/or losses which the Landlord may be liable for as a result of the Tenant breaching the Rules may, at the Landlord's election, be deducted from the Deposit or claimed from the Tenant as contemplated in clause 7.5. A copy of the Rules is available on www.houss.co.za and will be provided to the Tenant on request.
- 11.2. The Rules are applicable to the Tenant, all occupants and/or visitors.
- 11.3. In the event that there is any conflict between the Rules and any applicable municipal bylaws, then the municipal bylaws shall take precedence over the Rules.

12. INSPECTION OF THE PREMISES

- 12.1. The Landlord or the Property Practitioner (as the case may be) and the Tenant will inspect the Premises together, before the Tenant takes occupation of the Premises. The Parties shall record any existing damage or defects to the Premises, in Writing, and it shall be signed by the Landlord or the Property Practitioner (as the case may be) and the Tenant ("**the Record**"). The Tenant, by way of this inspection, acknowledges that the Premises is fit for beneficial occupation.
- 12.2. The Record does not constitute an undertaking by the Landlord to have any defect or damage recorded in the Record remedied. The Record is simply an acknowledgment that the defect or damage exists, and that the defect or damage was not caused by the Tenant.
- 12.3. If the Tenant discovers any damage or defect to the Premises after the inspection referred to in clause 12.1, the Tenant shall notify the Landlord, in Writing, of such damage or defect within 7 (seven) days of the Effective Date. The Landlord shall supply the Tenant with a Written acknowledgment of such notification and shall be entitled to inspect such damage or defect with

reasonable notice to the Tenant. The Landlord shall notify the Tenant within 7 (seven) days of such inspection whether such damage or defect is accepted as part of the Record, failing which it shall be deemed that the Landlord has rejected such damage or defect forming part of the Record.

- 12.4. Within 3 (three) days prior to the Termination Date, either the Landlord or the Property Practitioner (as the case may be) and the Tenant will inspect the Premises together to determine if any damage was caused to the Premises or the furniture (in the event that the Premises contains the Landlord's appliances/furniture) during the subsistence of the Lease Agreement (including any renewal periods). If the Tenant fails to attend the inspection, the Landlord shall be entitled to inspect the Premises at any time within 7 (seven) days after the Termination Date, without the Tenant, in order to determine whether any damage was caused to the Premises (including the aforesaid appliances/furniture) during the subsistence of the Lease Agreement.
- 12.5. The Landlord shall be entitled to:
 - 12.5.1. deduct any amount from the Deposit required to repair any damage caused to the Premises (including the Landlord's appliances/furniture);
 - 12.5.2. charge the Tenant for any amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Deposit; and
 - 12.5.3. charge 1 (one) Month's additional Rental should the Tenant fail to vacate the Premises before 10:00am on the latter day on which the Period expires or the exit inspection date.
- 12.6. It is moreover agreed by the Parties that should:
 - 12.6.1. the inspection be held prior to the Tenant vacating the Premises and any further damages are caused thereafter, the Landlord shall be at liberty to include such damages caused to the Premises during which period the Tenant occupied the Premises and to be repaired at the cost of the Tenant as set out in the Lease Agreement; and/or
 - 12.6.2. any damages be caused by the Tenant to the Premises during occupation requiring more than 1 (one) day to be repaired, the Tenant shall be liable to pay an additional 1 (one) Month's Rental to the Landlord as the Landlord will be unable to provide occupation to a new tenant for the ensuing Month.

13. MAINTENANCE AND REPAIR WORK

- 13.1. The Tenant shall timeously report to the Landlord in Writing any repair work for which the Tenant is responsible under the Lease Agreement to enable the Landlord to carry out the required work at the Tenant's cost as will amongst others appear from clause 15.1.6. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of such work from the Tenant.
- 13.2. If the Tenant discovers that maintenance or repair work needs to be done which the Tenant is not responsible for in terms of the Lease Agreement, the Tenant shall nevertheless inform the Landlord, in Writing, as soon as is reasonably possible after the Tenant learns that such work needs to be done. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of any such work from the Tenant.

14. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD

- 14.1. The Landlord, the Property Practitioner and their agents and/or contractors may require access to the Premises from time to time in order to inspect the Premises, or make repairs, alterations, additions, modifications or improvements to the Premises.
- 14.2. The Tenant agrees to give the Landlord, the Property Practitioner and their agents and/or contractors access to the Premises for the purposes referred to in clause 14.1, provided that the Landlord or Property Practitioner (as the case may be) gives the Tenant reasonable notice of the need for such access.
- 14.3. In the event that emergency work needs to be done to the Premises, the Tenant shall be required to give the Landlord, the Property Practitioner and their agents and/or contractors immediate access to the Premises.

15. GENERAL OBLIGATIONS OF THE TENANT

- 15.1. The Tenant (and all persons who are in the Premises at any time during the Period) shall:
 - 15.1.1. at the Tenant's own cost look after the Premises (including any garden, pool, equipment and/or gates) and ensure that the Premises is kept clean and in good order and condition;
 - 15.1.2. at the Tenant's own cost maintain and keep the roof and gutters clean and free from blockages (if applicable);
 - 15.1.3. at the Tenant's own cost, regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;
 - 15.1.4. use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating and air-conditioning facilities and appliances/furniture;
 - 15.1.5. at the Tenant's own cost, have the carpets and the furniture (where applicable) cleaned by a professional carpet cleaning company prior to the Termination Date and the satisfaction of the Landlord. If the Landlord is unhappy with the state of the carpets and/or the furniture (if applicable), the Landlord may appoint its own professional cleaning company to clean the carpets and/or the furniture (where applicable) and may claim the costs of such cleaning from the Tenant;
 - 15.1.6. at the Tenant's own cost, permit the Landlord to repair or replace any broken, damaged or missing items within the Premises belonging to the Landlord, unless these items were recorded as being broken, damaged or missing at the inspection referred to in clause 12;
 - 15.1.7. take all reasonable steps to prevent any blockage and/or obstruction of any drains, sewage pipes and/or water pipes in or used in connection with the Premises;

- 15.1.8. **respect the rights of use and enjoyment of neighbours** and all other occupants in the Estate;
- 15.1.9. comply with all laws and regulations (including the Rules) relating to the Premises. In the event that the Landlord is fined or penalised because the Tenant has breached any law or regulation, the Landlord shall be entitled to recover any costs associated with such breach from the Tenant;
- 15.1.10. ensure that the Premises are occupied by no more than the number of people set out in item 1.21;
- 15.1.11. make payment of all amounts to which the Landlord is legally entitled as and when such amounts are due and payable;
- 15.1.12. return the Premises at the termination of the Lease Agreement in the same order and condition in which it was received, Fair Wear and Tear excepted;
- 15.1.13. return the keys, remote controls or other access devices to the Landlord on termination of the Lease Agreement;
- 15.1.14. ensure that, should the Tenant be permitted to keep pets on the Premises, as set out in item 1.6, such pets do not cause any:
 - 15.1.14.1. damage to any movable or immovable property located in the Premises (including the garden - if applicable) and the Estate; and
 - 15.1.14.2. nuisance and/or disturbance to the rights of use and enjoyment of neighbours, including all other occupants in the Estate;
- 15.1.15. ensure that, should no pets be permitted to enter the Premises as set out in item 1.6, then no pets, including pets belonging to visitors of the Tenant will enter the Estate and/or Premises at any time and for any reason whatsoever;
- 15.1.16. ensure that, should pets be kept or have been kept on the Premises, the Tenant shall at its own cost, using professional cleaners or fumigators, restore the Premises to the pre-pet condition;
- 15.1.17. ensure that, should the Tenant or any other person Smoke or have Smoked in the Premises, the Tenant shall at its own cost, and using professional cleaners or fumigators, restore the Premises to the pre-smoking condition;
- 15.1.18. ensure that **visitors to the Premises Park only in the designated visitors parking spaces** that may be applicable to the Premises or the Estate;
- 15.1.19. at the Tenant's own cost, at all times maintain adequate insurance in respect of all movable property brought onto the Premises or the Estate, which shall include all parking bay(s) set out in item 1.5, by an insurance company of the Tenant's choice and make prompt and regular payment of all insurance premiums in respect of such insurance. The Tenant hereby specifically acknowledges and agrees that the Landlord shall in no way be liable for any damage caused (for whatever reason) to or theft of movable property brought onto the Premises (including the Estate), including all parking bay(s), by the Tenant;
- 15.1.20. ensure that the **Premises remains free from pests and will effect pest control on a regular basis, including fumigation and pest maintenance**; provided that the Landlord does warrant that the Premises is pest free at the inception of the Lease Agreement;
- 15.1.21. notify the Landlord of any problems incurred to the locks of the Premises, which may only be replaced by the Landlord at the cost of the Tenant;
- 15.1.22. immediately notify the Landlord in Writing of any and all light bulbs not working in the Premises, whereupon the Landlord undertakes to replace the Short Term Consumables, at the cost of the Tenant. The Tenant is not permitted to remove any of the Short Term Consumables (including any light bulb) from its fitting without the prior Written consent from the Landlord;
- 15.1.23. immediately notify the Landlord of any damp and/or water leaks present in the Premises, failing which the Tenant will be responsible for any consequential damages caused by the water leak;
- 15.1.24. use the Premises and all equipment in the Premises (including all toilets, baths and basins) only for the purpose for which they have been installed and are intended;
- 15.1.25. pay to the Landlord any damage to the Premises which was caused by any misuse of the Premises (including the Common Area and Estate);
- 15.1.26. at the Tenant's expense, ensure that any blocked outlets in the Premises are immediately cleaned; and
- 15.1.27. be responsible for any damage caused to any part of the Premises by any burglary or attempted burglary and not hold the Landlord liable for any such damages or loss suffered by the Tenant as a result of such burglary or attempted burglary.
- 15.2. The Tenant **shall**:
 - 15.2.1. not **sublet the Premises** or allow any third party to reside in or occupy the Premises without the prior Written consent of the Landlord;
 - 15.2.2. not allow any refuse to accumulate inside or outside the Premises, save as in designated rubbish bins;
 - 15.2.3. not put any sweepings, rubbish, rags, ashes, chemicals or harmful substances into the toilets in the Premises;
 - 15.2.4. not make any structural changes or additions to the Premises;
 - 15.2.5. not stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
 - 15.2.6. not interfere with the plumbing, electrical and/or gas system (as the case may be) in the Premises;

- 15.2.7. not use any gadgets or tools or keep any liquids which may explode and cause the insurance policy of the Landlord to be questioned/terminated/repudiated by the Landlord's insurers;
- 15.2.8. not hang or place any signs, notices or advertisements anywhere inside or outside the Premises without the prior Written consent of the Landlord;
- 15.2.9. not remove any of the Tenant's furniture or other movable property during the subsistence of the Lease Agreement, as legally such property can be sold by the sheriff of the court in the event that the Tenant does not pay the Rental in accordance with the provisions of the Lease Agreement as contemplated in clause 31;
- 15.2.10. not make any improvements or installations to the Premises. If any alterations are made to the Premises or any of its fixtures during the Period with or without the Landlord's consent, the Landlord may (in addition to its right to terminate the Lease Agreement and claim damages from the Tenant) require the Tenant to restore the Premises to its original condition when the Lease Agreement ends. If the Tenant fails to restore the Premises to its original condition, the Landlord may do so and the Tenant shall pay the costs of the said restoration to the Landlord. The Tenant will moreover be responsible for any redecoration of the interior of the Premises which may become necessary. The exterior and interior of the Premises may not be painted or repainted without the Landlord's prior Written consent, and if such consent is granted the colour scheme will be subject to the Landlord's prior Written approval;
- 15.2.11. **not mark, paint or drive nails, screws or hooks into, or in any way damage the walls, floors or any part of the Premises.** The Tenant will however be entitled to attach pictures and mirrors on internal walls, however conditional thereupon that all walls will be repaired and repainted at the cost of the Tenant at the end of the Period;
- 15.2.12. not store any petrol, explosives or anything which may be a fire hazard or poses a danger to anyone;
- 15.2.13. not park, nor allow anyone else to park or cause obstruction, on any driveway or grounds of the Common Areas or the Estate except in the Tenant's own garage or special parking area or in an area specially set aside for parking; and
- 15.2.14. **not Smoke in any public place within the Common Area or the Estate.**

16. VISITORS OF THE TENANT

- 16.1. The Tenant shall ensure that visitors to the Premises at all times comply with the provisions of the Lease Agreement and the Rules, including, but not limited to:
 - 16.1.1. bringing to the attention of such visitors the relevant provisions of the Lease Agreement and/or the Rules;
 - 16.1.2. requesting any person who is in breach of the provisions of the Lease Agreement and/or the Rules to immediately remedy such breach; and
 - 16.1.3. refusing to allow persons who have previously breached the Lease Agreement and/or the Rules access to the Premises, if they are likely to commit another breach.
- 16.2. The Tenant shall, and notwithstanding the provisions contained in clause 16.1, if the Tenant, the Tenant's domestic worker(s), anyone else who occupies the Premises or any visitors to the Premises breaches the Rules, be deemed to have breached the Lease Agreement by the Tenant. The Tenant subsequently accepts full responsibility for the conduct of the Tenant's domestic worker(s) or anyone else who occupies or visits the Premises.

17. PARKING, INTERNET/WIFI (IF APPLICABLE) AND COMMON AREA ACCESS

- 17.1. Parking
 - 17.1.1. The Rental includes a separate charge for parking and it is subsequently agreed by the Parties that the Tenant shall not be entitled to enter the Estate's parking area and/or park the Tenant's Vehicle(s) in or on the Estate:
 - 17.1.1.1. unless the Vehicle(s) has/have been registered on the Estate's security system; and
 - 17.1.1.2. for the duration of any period of non-payment.
 - 17.1.2. If the Tenant and for the duration of the period of non-payment as referred to in clause 17.1.1 above, parks the Tenant's Vehicle(s) in or on the Estate, the Landlord and/or Body Corporate will be entitled to restrict access of such Vehicle to the Estate or clamp the wheel of the Vehicle(s) which shall only be removed upon:
 - 17.1.2.1. the receipt of the Tenant's written undertaking to immediately remove the Vehicle(s) from the Estate until the charge in respect of parking has been paid in full; and
 - 17.1.2.2. the payment of a fine which shall be the greater of R2 000,00 (Two Thousand Rand) or as stated in the Rules.
 - 17.1.3. The Tenant may not park, nor allow anyone else to park, any Vehicle on any driveway or grounds of the Common Areas or the Estate except in the Tenant's own garage, special parking area or in an area specially set aside for parking.
 - 17.1.4. The Tenant will not obstruct any driveway or other part of the Common Areas / Estate, and trailers may only be parked in a designated trailer parking area.
 - 17.1.5. Subject to clauses 17.1.1 and 17.1.2, the Tenant's failure to timeously pay the Rental (or any part thereof) may lead to the Landlord and/or Body Corporate denying/refusing the Tenant (or any other visitor or occupier of the Premises) Vehicle access to the parking area/parking bay/Estate (security access point / gatehouse) as contemplated in clause 21.5.
- 17.2. Internet/WiFi (if applicable)

It is agreed by the Parties that access to the internet and/or WiFi will be suspended for the duration of the non-payment of the Rental (or any part thereof, relating to the internet/WiFi charge).

17.3. Common Area Access

It is moreover agreed by the Parties that the Tenant's access to the Common Area will be suspended for the duration of the non-payment of the Rental (or any part thereof, relating to the Common Area charge).

18. JOINT AND SEVERAL LIABILITY OF THE TENANTS

In the event that the Tenant consists of more than one party, each of the parties comprising the Tenant shall be liable to the Landlord jointly and severally for the performance by the Tenant of their obligations in terms of the Lease Agreement.

19. LIABILITY

- 19.1. Neither the Landlord nor the Property Practitioner will be liable for damages or losses suffered by the Tenant as a result of any negligent act or omission by the Landlord, the Property Practitioner or anyone who acts for or is controlled by the Landlord.
- 19.2. Neither the Landlord nor the Property Practitioner will be liable for any damages or losses suffered by the Tenant which were caused by, amongst others:
 - 19.2.1. any defects in the Premises and/or the Estate, whether those defects are latent, patent or subsequently appear;
 - 19.2.2. insufficient lighting or ventilation in the Premises;
 - 19.2.3. any defects in any machines, plants or appliances installed or used in the Premises and/or the Estate;
 - 19.2.4. any faulty electrical wiring connection, fitting or appliance in the Premises and/or the Estate;
 - 19.2.5. rodents or any other animals or insects in the Premises and/or the Estate;
 - 19.2.6. any other cause which the Landlord has no control over, including such as damage resulting from fire, flood, lightning or other act of God, war, riots and other civil commotion; and/or
 - 19.2.7. the Landlord allocating or apportioning any value reflected in the Tenant's Wallet towards settling the Tenant's indebtedness as contemplated in clause 7.2, resulting in the disconnection of any of the use and consumption of the Utilities or any other service provided by the Landlord or otherwise.
- 19.3. The Landlord may at any time suspend the operation of the machinery, plants, lifts, apparatus, sewerage, gas (if applicable), electrical current or water supply to the Premises or the Estate in order to repair, maintain or replace them. The Landlord will not be liable for any damages or losses suffered by the Tenant as a result of such a suspension, disconnection and/or any reconnection. When the Lease Agreement comes to an end or is cancelled, the Landlord is irrevocably authorised to remove any property which is left in or at the Premises (including the Estate) after the Tenant has vacated the Premises. The Tenant will be responsible for any cost incurred by the Landlord as a result of the Tenant's or anyone else's property remaining in or on the Premises after the Period coming to an end, or the cancellation of the Lease Agreement. Any furniture or other property remaining in or on the Premises after the cancellation and/or expiry of the Lease Agreement, will be stored by the Landlord at a cost of R4 000,00 (Four Thousand Rand) (including VAT) per Month until such time as the said property has been collected, legally disposed of or sold (as the case may be).

20. CANCELLATION OF THE LEASE AGREEMENT BY THE PARTIES

- 20.1. The Tenant shall be entitled to cancel the Lease Agreement on a 1 (one) calendar Month's written notice to the Landlord. The Landlord shall however be entitled to cancel the Lease Agreement on 1 (one) Month's written notice to the Tenant.
- 20.2. It is expressly recorded that section 14 of the CPA shall not apply to the Lease Agreement, as the Period is on a Month-to-Month basis.

21. BREACH OF THE LEASE AGREEMENT BY THE TENANT

- 21.1. In the event of the Tenant not paying the Rental or any other amounts due in terms of the Lease Agreement on the date upon which such amounts are due and payable, or committing any other breach in terms of the Lease Agreement, and the Tenant remaining in breach of any of the terms of the Lease Agreement for a period of 7 (seven) calendar days after dispatch of a Written notice calling upon the Tenant to remedy such breach, then the Landlord shall be entitled in its sole discretion and without prejudice to any other rights that the Landlord may have in law or otherwise, to either claim Specific Performance of the terms contained in the Lease Agreement or cancel the Lease Agreement forthwith and without further notice, claim all arrear Rental (including any other amounts) and damages sustained as a result of the breach from the Tenant.
- 21.2. Should the Lease Agreement be cancelled or terminated by the Landlord for any reason whatsoever, the Tenant and all other persons occupying the Premises through and/or under the Tenant shall:
 - 21.2.1. immediately vacate the Premises; and
 - 21.2.2. permit the Landlord to take immediate occupation of the Premises.
- 21.3. In the event of the Landlord cancelling or terminating the Lease Agreement, and the Tenant disputing the right of the Landlord to cancel or terminate the Lease Agreement and remaining in occupation of the Premises ("**Dispute**"), the Tenant shall, pending a decision in such Dispute, continue to pay an amount equivalent to the Rental, together with all other payments stipulated in the Lease Agreement, on the date that such payments are due, into the bank account set out in item 1.13.

- 21.4. In the event of a Dispute, as contemplated by the provisions of clause 21.3, the Landlord shall be entitled to accept and recover all payments made by the Tenant, either before or after legal proceedings have been instituted, and the acceptance thereof shall be without prejudice to, and shall not in any way whatsoever affect the Landlord's legal proceedings of cancellation or termination, then in Dispute. Should the Dispute be determined in favour of the Landlord, the payments made and received in terms of clause 21.3 and this clause 21.4 shall be deemed to be amounts paid by the Tenant for the damages suffered by the Landlord by reason of the cancellation or termination of the Lease Agreement and/or the unlawful holding over by the Tenant.
- 21.5. In the event of the Tenant not paying the Rental or any other amounts due in terms of the Lease Agreement on the date upon which such amounts are due and payable, the Landlord, Property Practitioner or Body Corporate may:
- 21.5.1. restrict access of such Vehicle to the Estate;
 - 21.5.2. suspend access to the internet and/or WiFi; and/or
 - 21.5.3. restrict access to the Common Areas.
- 21.6. The Tenant shall pay to the Landlord all legal costs (including collection charges) and other expenses which are incurred by the Landlord as a result of the Tenant's breach of the Lease Agreement. The Tenant shall pay the legal costs and other expenses (on a scale as between attorney and client) to the Landlord, when the Landlord demands payment thereof.
- 21.7. Any:
- 21.7.1. extension of time for the payment of the Rental granted by the Landlord to the Tenant;
 - 21.7.2. other relaxation granted by the Landlord to the Tenant of any of the Tenant's obligations under the Lease Agreement; or
 - 21.7.3. non-insistence by the Landlord that the Tenant shall perform in full the Tenant's obligations under the Lease Agreement,
- shall not constitute a waiver of the Landlord's rights and will not prevent the Landlord at any time from demanding that the Tenant fully complies with all of the Tenant's obligations under the Lease Agreement.

22. IMMEDIATE TERMINATION OF THE LEASE AGREEMENT BY THE LANDLORD

- 22.1. The Landlord may terminate this Lease Agreement with immediate effect and demand that the Tenant (including all other occupants) vacate the Premises forthwith and, in any event, within a period of no more than 24 (twenty four) hours in the event that the Landlord, the Property Practitioner or the Body Corporate becomes aware of the fact that the Tenant is allegedly conducting any form of criminal or illegal activity, or has contravened any law or by-law whatsoever, including the Criminal Procedure Act 51 of 1977, the Counterfeit Goods Act 37 of 1997, the Treatment of Substance Abuse Act 70 of 2008, the Medicines and Related Substances Act 101 of 1965 and/or the Drugs and Drug Trafficking Act 140 of 1992.
- 22.2. In the event that the provisions of clause 22.1 apply, the Landlord shall not be obliged to prove the criminal or illegal activity in question, but shall be required to report such activity to the South African Police Service or other applicable body, which reporting may be done anonymously; provided that there is no obligation on the Landlord to prove such reporting to the Tenant or any third party.
- 22.3. In the event that the Tenant provides the Landlord or the Property Practitioner with incorrect information or documentation during the application process conducted before the conclusion of the Lease Agreement ("**Application Process**"), or omits to provide any relevant information or documentation, whether intentionally or in error, the Landlord will be entitled to terminate the Lease Agreement with immediate effect. It is specifically recorded that all documentation and information provided or required during the Application Process form the basis upon which the Landlord concludes the Lease Agreement with the Tenant.

23. BREACH OF THE LEASE AGREEMENT BY THE LANDLORD

- 23.1. If the Landlord commits a Material Breach of the Lease Agreement, the Tenant may apply to a court with competent jurisdiction to:
- 23.1.1. recover any damages suffered by the Tenant as a result of the Material Breach committed by the Landlord; and
 - 23.1.2. claim Specific Performance of all the contractual obligations of the Landlord in terms of the Lease Agreement.
- 23.2. The Tenant may as an alternative, cancel the Lease Agreement (without any penalty), should the Landlord fail to remedy the Material Breach within 20 (twenty) Business Days of receipt of a notice from the Tenant requiring the Landlord to remedy same.

24. ACKNOWLEDGMENT BY THE TENANT

The Tenant acknowledges and confirms that:

- 24.1. the Tenant has read and understands the provisions contained in the Lease Agreement and the Rules;
- 24.2. all the necessary items and clauses have been explained to the Tenant by the Landlord and/or the Property Practitioner;
- 24.3. the Tenant has been advised of all the Tenant's rights in terms of the Lease Agreement and all relevant sections of the CPA read in conjunction with the Rental Housing Act; and
- 24.4. the Tenant concludes and subsequently Signs the Lease Agreement freely and voluntarily.

25. LETTERS AND NOTICES

- 25.1. Any letter or notice given in terms of the Lease Agreement shall be in Writing and shall:
- 25.1.1. if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

- 25.1.2. if posted by prepaid registered post, be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting; or
- 25.1.3. if transmitted by email, be deemed to have been duly received by the addressee on the date of delivery.
- 25.2. For purposes of clause 25.1, the addresses appointed by the Parties for the receipt of all legal notices are as follows:
 - 25.2.1. Landlord – the addresses as set out in item 1.14;
 - 25.2.2. Property Practitioner – the addresses as set out in item 1.17; and
 - 25.2.3. Tenant – the addresses as set out in item 1.15.
- 25.3. Notwithstanding anything to the contrary contained herein, a Written notice of communication actually received by a Party shall be an adequate Written notice or communication to it, irrespective that it was not transmitted or delivered to the addresses set out in clause 25.2.
- 25.4. The addresses given by the Parties in the Schedule shall constitute the Parties chosen addresses for any and all purposes stipulated under the Lease Agreement and the receipt of any documentation and the institution of any legal proceedings.

26. GOVERNING LAW AND JURISDICTION

- 26.1. The Lease Agreement is governed by the Laws of South Africa.
- 26.2. Without limiting the jurisdiction of any court in South Africa, the Parties hereby consent in terms of section 45 of the Magistrates' Courts Act 32 of 1944 (or any similar legislation) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to the Lease Agreement, notwithstanding that the amount claimed or the value of the substratum of the dispute may exceed such jurisdiction.

27. TENANTS WHO ARE FOREIGNERS

- 27.1. If the Tenant is not a citizen or permanent resident of South Africa, the Tenant confirms that the Tenant:
 - 27.1.1. is not in the country in contravention of the Immigration Act 13 of 2002; and
 - 27.1.2. has permission to be in the country for the duration of the Lease Agreement.
- 27.2. It is the Tenant's sole responsibility to comply with the provisions of this clause 27 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 27.
- 27.3. The Tenant will make the residence permit available to Landlord upon request. Non-compliance with clause 27 may result in immediate termination of the Lease Agreement.
- 27.4. Should the Tenant be either:
 - 27.4.1. a foreigner for the purposes of the Foreign States Immunities Act 87 of 1981;
 - 27.4.2. a diplomatic agent for the purposes of the Vienna Convention on Diplomatic Relations, 1961; or
 - 27.4.3. a consular officer and/or consular employee for the purposes of the Vienna Convention on Consular Relations, 1963,
 then the Tenant hereby acknowledges that the Tenant does not enjoy immunity in respect of any proceedings in terms of the Lease Agreement in accordance with relevant provisions of the applicable legislation.

28. ALL OCCUPANTS OF THE PREMISES AND ALTERNATIVE ACCOMMODATION

- 28.1. The Tenant confirms that the details of all occupants of the Premises, and Alternative Accommodation have been completed in the Schedule. Should there be any change to this information, the Tenant undertakes to inform the Landlord of such changes in Writing. This information is required in compliance with the requirements of The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act should it, at some stage, become necessary to institute eviction proceedings.
- 28.2. The Tenant agrees that, should eviction proceedings be instituted against the Tenant for any reason whatsoever, the Tenant will be able to use the Alternative Accommodation as a place of residence.

29. REGULATORY COMPLIANCE

- 29.1. The Tenant consents to and authorises the Landlord and/or the Property Practitioner to:
 - 29.1.1. contact, request and obtain any information at any time and from any credit provider (or potential credit provider), bank or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant;
 - 29.1.2. provide any information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord; and
 - 29.1.3. report the Tenant's non-payment of the Rental, whether prior or after the termination of the Lease Agreement, to the relevant credit bureaus regulated by the National Credit Act, No. 34 of 2005, which will result in the Tenant's blacklisting.
- 29.2. The Tenant acknowledges that the Landlord and Property Practitioner (as the case may be) will collect, use and process the Tenant's Personal Information for the purpose of:
 - 29.2.1. the Application Process and entering into the Lease Agreement;

- 29.2.2. performing their obligations in connection with the Lease Agreement;
- 29.2.3. pursuing their legitimate interests under the Lease Agreement, which will include the right to process the Personal Information of the Tenant in the event of a sale or prospective sale of the Premises; and
- 29.2.4. the general administration of the relationship between Parties.
- 29.3. The Parties subsequently undertake to ensure due compliance with all Data Protection Legislation when Processing Personal Information of the other Party.

30. NON VARIATION / ENTIRE AGREEMENT / MUTUAL SUPPORT

- 30.1. No addition to, variation or consensual cancellation of the Lease Agreement, including this clause, has effect unless it is in Writing and Signed by both Parties.
- 30.2. The Landlord and the Tenant agrees that the Lease Agreement is the whole agreement between the Parties in regard to its subject matter.
- 30.3. The Parties undertake at all times to do all such things, perform all such acts and take all such steps as may be available to the Parties and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of the Lease Agreement.

31. LANDLORD'S HYPOTHEC

All items brought onto the Premises by the Tenant will serve as security for the Tenant's due compliance with the Tenant's obligations under the Lease Agreement. The Tenant may not give up the Tenant's rights or possession of these items or remove them from the Premises.

32. RELAXATIONS AND INDULGENCES

No indulgence by one Party to the other Party, or failure to strictly enforce the terms of the Lease Agreement, is to be construed as a waiver or a basis for raising estoppel in any way.

33. SEVERABILITY

Each provision in the Lease Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, the Parties acknowledge their intention to continue to be bound by the Lease Agreement notwithstanding that any provision may be found to be unenforceable, void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.

34. DEED OF SURETY

The signatory signing the Lease Agreement on behalf of the Tenant by his signature hereto binds himself jointly and severally *in solidum* as co-principle debtor to the Landlord for the due and timeous fulfilment by the Tenant of all the Tenant's contractual obligations contained in the Lease Agreement. The said surety furthermore waives his common law rights as surety and declares that he is fully aware of the legal consequences of such renunciation.

35. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS

- 35.1. The Landlord shall be entitled to display "TO LET" signs at the Premises for 3 (three) Months prior to the Termination Date, and display "FOR SALE" signs at the Premises at any time during the subsistence of the Lease Agreement.
- 35.2. During the subsistence of the Lease Agreement, the Tenant will allow the Landlord (or any representative appointed by the Landlord) reasonable access to the Premises for the purposes of showing the Premises to prospective tenants or purchasers, which access shall include access to the Premises on at least 2 (two) Sundays per Month between the hours of 12:00 and 17:00 (if required). The Landlord or its representative shall contact the Tenant to arrange for such access. Such access shall include the right to access the Premises to take photographs of the Premises for the purposes of marketing the Premises to prospective tenants or purchasers.

36. COSTS

- 36.1. The Tenant shall pay on demand to the Landlord all legal costs between attorney and own client incurred by the Landlord in respect of any legal steps taken in terms of the Lease Agreement.
- 36.2. The Tenant shall pay all reasonable charges to the Landlord as a result of any late payments affected in terms of the Lease Agreement.

37. GENERAL

- 37.1. If the Landlord is unable to give the Tenant occupation of the Premises on the Effective Date, because:
 - 37.1.1. the Premises is in a state of disrepair;
 - 37.1.2. the previous tenant has not vacated the Premises; or
 - 37.1.3. of any other fact or matter whatsoever which was not caused by the Landlord's intentional or grossly negligent acts or omissions or an intentional or grossly negligent act or omission by a person who acts for or is controlled by the Landlord,

the Lease Agreement will automatically end on the Effective Date and the Tenant will not have any claim for damages or other right of action against the Landlord, except for the right to be repaid all amounts which the Tenant has paid to the Landlord (such as the Deposit, first month's Rental and any charges which the Tenant had already paid).

- 37.2. The Landlord may in its sole and absolute discretion at any time transfer all or any of its rights and obligations under the Lease Agreement without notifying the Tenant as contemplated in the Rental Housing Act, and the Tenant furthermore irrevocably consents thereto (insofar as it may be required).

38. SIGNATURE

- 38.1. The Lease Agreement shall be Signed in Writing.
- 38.2. In the event that the Parties are unable to Sign the Lease Agreement in terms of clause 38.1, the Parties subsequently agree to conclude the Lease Agreement by way of electronic signature, as contemplated in the ECTA.
- 38.3. Each Party warrants to the other Party that it has the power, authority and legal right to Sign and perform the terms contained in the Lease Agreement, and that the Lease Agreement has been duly authorised, constituting valid and binding obligations on it in accordance with the terms herein contained.
- 38.4. The Lease Agreement may be executed in counterparts, each of which will be an original and together constituting the same agreement.

DATED AT (place)

ON

LANDLORD

(On behalf of and duly authorised)

DATED AT (place)

ON

TENANT (1)

(On behalf of and duly authorised)

DATED AT (place)

ON

TENANT (2) (IF APPLICABLE)

(On behalf of and duly authorised)