

RENTAL AGREEMENT BETWEEN

Mrs Sizeka Mbodla ID number: 7001120430088

(Lessor)

and

Mr Lwandile Mlilwana ID number: 7711065536083

(Lessee)

1. LEASE OF PREMISES

The Lessor hereby lets to the Lessee who hire subject to the terms and conditions set out in this agreement, the following premises:

An unfurnished dwelling situated at 48 Mabope Street, Zwile Township Port Elizabeth, including the grounds and the yard.

2. INTERPRETATIONS AND DEFINITIONS

2.1 The clause headings of this Agreement are inserted for reference purposes and shall in no way govern or affect the interpretation thereof.

2.2 Unless the context indicates a contrary intention an expression which denotes any gender includes the other genders, a natural person, a juristic person and vice versa, the singular includes the plural and vice versa.

2.3 Unless inconsistent with the context, the expressions set forth below shall bear the meanings assigned to them.

2.3.1 Commencement Date: on **01 November 2022** and enduring for an initial period of 12 months.

2.3.2 Deposit: A deposit of **R1000.00** is required

2.3.3 Monthly Rental payable for the premises:

R2 300.00 payable in advance every month

2.3.4 Domicilia and Notices

The parties hereby choose *domicilium citandi et executandi* for all purposes under this Agreement at the addresses set out below (not being a post box or post restante).

LESSOR: 26 Oyster Bay Street, Silver Lakes Pretoria

LESSEE: 10 Mqaqa Kwa Nobuhle Uitenhage 6242.

Any notice given by or either Party in terms of this Agreement shall be given in writing and shall be delivered by hand to a responsible person present at or by prepaid registered post to the domicilium chosen by the addressee in terms of this Agreement.

3. COMMENCEMENT AND PERIOD

The lease of the premises is entered into for the initial period of 6 months as a probation period, and the Commencement Date (as stipulated in Clause 2.3.1) where after this Lease shall continue as a monthly tenancy,

terminable by either party giving the other a calendar month's notice in writing.

4. **USE OF PREMISES**

The premises shall only be used for private residential purposes and no other purpose whatsoever.

5. **RENTAL**

5.1 The monthly rent payable by the Lessee to the Lessor for the hire of the premises is the sum of R2 500.00 or R2 300.00 which amount shall escalate at 5% on each anniversary of the Commencement Date.

5.2 The Lessee shall pay the rent monthly in advance on the 1st day of every month starting.

5.3 All monthly rent shall be paid using a debit order and the account details are: ABSA, **Account name:** Mrs S. Mbodla; **Account number:** 4098937514 and the **Branch code** is 632005

6. **DEPOSIT**

6.1 As security for the fulfillment of all the Lessee's obligations in terms of this Agreement, the Lessee shall deposit with the Lessor upon signature of this Agreement, an amount of R1000.00 which is refunded when the contract is terminated, and the keys are returned in good order.

7. AGENT AND COMMISSION

7.1 There is no agent's commission due by either party

8. RECEIPTS

8.1 No receipts required as the payments will be done through debit orders or internet transaction and these are sufficient proof of payment.

9. MUNICIPAL ACCOUNT

The Lessee shall be responsible for the Nelson Mandela Bay Municipal Account (which includes waste management, sanitation and property rates) only if the water usage exceeds R900.00 per month during the lease period.

10. SUPPLIES TO THE PREMISES

10.1 Prepaid electricity meters are installed on the premises and the Lessee shall procure his supply of electricity. The water account shall be the responsibility of the Lessor provided it does not exceed R900.00 per month.

10.2 The Lessees indemnify the Lessor against any damages suffered by him as a result of any failure or interruption of any supplies to the premises and the Lessor does not warrant that any such supplies will be continued for the duration of the Lease Period. The Lessor

undertakes to perform no act or omission to prejudice the continuation or resumption of such supplies.

11. FIXTURES AND FITTINGS

11.1 The Lessee shall not be entitled to affix any fixtures, fittings or drive nails into the walls of the Premises without the prior written consent of the Lessor, which consent may be granted or withheld at sole discretion of the Lessor.

12. ALTERATIONS

The Lessee shall not effect any alterations or additions, whether structural or not, to the premises without prior consent of the Lessor, which consent may be given/withheld at the discretion of the Lessor.

The premises are let and hired in the condition in which they are at the Commencement Date, without any warranty express or implied, as to the absence of latent or patent defects therein.

14. MAINTENANCE BY THE LESSEE

The Lessee shall for the duration of the Lease Period maintain the interior and all the fixtures and fittings therein of the premises in a state of good condition.

15. DAMAGE TO THE PREMISES BY THE LESSEE, VISITORS, FAMILY

15.1 The Lessee shall repair any damage caused to the premises during the Lease Period immediately upon called to do so.

15.2 The Lessee shall not knowingly or negligently cause or allow to be caused any obstruction or blockage of any sewerage pipes, drains and other supply equipment and installations serving the premises and shall remove at their own cost any obstruction or blockage which occurs in such pipes or drain as a result of their actions and, where necessary, shall cause, at their own cost, such sewer, pipe or drain to be repaired.

16. **INSURANCE**

16.1 The Lessee shall not do or permit to be done any act which may render the Lessor's insurance of the premises against risk of loss or damage attributed to any of the clauses insured against which may increase the rate of premium payable by the Lessor in respect of the premises with regard to such insurance.

17. **COMPLIANCE WITH LAWS AND RULES**

17.1 The Lessees shall at all times for the duration of the Lease Period observe and comply with all applicable laws, statutory, municipal, other by-laws and regulations. Where applicable, the House Rules in relation to the control, management, administration, use and enjoyment of the premises are annexed hereto.

17.2 The Lessee shall at all times for the duration of the Lease period, observe and comply with the rules and regulations where applicable and attached hereto.

18. LESSOR'S MAINTENANCE OBLIGATIONS

The Lessor shall at his cost keep and maintain in good order and condition, fair wear and tear accepted, the exterior of the premises, which shall include the roof, gutters and drain pipes of the premises, but exclude the windows and doors of the premises, with the exception of general maintenance.

19. SUBLETTING, CESSION AND ASSIGNMENT

The Lessees shall not be entitled to cede or assign this Lease Agreement, nor sublet the premises, nor part with possession of the premises, nor place any person in occupation of the premises, or any portion thereof, without the prior written consent of the Lessor.

20. GENERAL

The lessee is liable in solidum for the due performance of the lessors obligations, as the case may be, in terms of this Lease.

21. ACCEPTANCE

The Lessor and the Lessee acknowledge that they have read and understood the contents of this Rental Agreement.

22. SPECIAL CONDITIONS

The lessee leased the property and shall keep it in a good condition. The monthly rentals shall escalate at 5% on each anniversary of the Commencement Date only when it is necessary.

23. **SIGNATURES**

Signed by the **Lessor** in Port Elizabeth on this _____ day of _____
2022.

Signature _____

Witness _____

Signed by the **Lessee in** Port Elizabeth on this _____ day of _____
2022.

Signatures: _____

Witness _____