

# LEASE AGREEMENT

*made and entered into by and between*

1. \_\_\_\_\_ (ID Number) \_\_\_\_\_

of .....  
.....

***(hereinafter called "the Lessor")***

and  
1

1. \_\_\_\_\_ (ID Number) \_\_\_\_\_

2. \_\_\_\_\_ (ID Number) \_\_\_\_\_

of .....  
.....

***(hereinafter called "the Lessee")***

## 1. PROPERTY

\_\_\_\_\_

## 2. LEASE PERIOD

This lease shall be for a period of \_\_\_\_\_ commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_

## 3. RENTAL

3.1 The rent will be \_\_\_\_\_ per month.

3.2 The rent is payable in advance (without any deduction for any cause whatsoever) on the first day of each and every month. The first payment shall be made simultaneously with occupation of the premises and subsequent payments of each month's rent shall be effected monthly in advance on the FIRST day of each calendar month.

#### **4. USAGE**

4.1 the leased premises shall be used solely and exclusively as a private residence and no business or profession shall be conducted therein. No sale by auction shall be held on the premises; nor shall any advertisement or notice be painted, fixed, hung or exhibited on any part of the leased premises without the consent of the Lessor in writing, which consent may be revoked at any time.

4.2 The garage and/or parking area shall only be used for parking vehicles.

#### **5. LESSEE'S RIGHTS AND OBLIGATIONS**

##### ***The Lessee***

5.1 Shall be liable and shall pay for all electric current supplied to the leased premises. The Lessor shall not be responsible for any cessation or failure or interruption in the drainage system, or in the supply of electricity or water and shall not be responsible for any damage or loss resulting therefrom or through or by the electricity and water supply or system, whether directly or indirectly, or due to any accident to or defect in the water system or electrical installation and their fittings and appurtenances.

##### **5.2 *Notification of defects***

Shall be deemed to have inspected and examined the leased premises and their contents, appurtenances and systems upon taking occupation. Unless the lessee within 72 hours from the day of commencement of the lease or taking occupation, whichever is the earlier, shall have made written report, which shall be delivered by hand or sent by registered post to the Lessor, setting forth the respect in which the leased premises are not in good order and condition or defective, the Lessee shall be stopped from making any claim or contention to the contrary.

The Lessee understands and accepts that he can be held liable for all damage to the premises if he fails to submit this report.

##### **5.3 *Sub-Letting***

Shall not assign nor sub-let the leased premises or any part thereof nor shall he part with the possession, or permit any other person, to occupy the whole or any portion of the leased premises without the prior written consent of the Lessor.

#### **5.4 Maintenance**

a) Shall keep the inside of the leased premises in good order and shall be liable for all damage to any part of the premises caused by any act, omission or neglect committed by him or any member of his household, his servants or visitors.

b) Accepts and agrees that he shall be responsible for any redecoration of the inside of the premises which may become necessary. Notwithstanding the aforesaid the Lessee hereby agrees that he will not paint the inside of the premises without the Lessor's prior consent having been obtained.

c) Shall not mark or paint or drive nails or affix screws or hooks into, or in any way deface the walls, floors or any part of the leased premises.

d) Shall not do or permit or suffer to be done anything which may in any way do or cause or be calculated to do or cause injury or damage or interference to the leased premises including their contents, fixtures, fittings, equipment, apparatus or effects or anything which may affect or mark or spoil the appearance of the leased premises or the building.

#### **5.5 Alterations**

That he will not make or permit any alterations in or to the leased premises or their contents including any fixtures, equipment, apparatus or effects without the prior consent in writing of the Lessor. Should any alterations be made, whether with or without such consent, the Lessor shall (in addition to its right to terminate the lease and claim damages where its consent has not been given) be entitled at the termination of the lease to restoration by the Lessee to the original condition, which restoration may be done by the Lessor at the expense of the Lessee. Should the Lessee become and remain the owner thereof, and the Lessee shall not be entitled to remove it unless required so to do by the Lessor.

### **5.6 Nuisance**

a) Accepts that neither he, his domestic servant, any member of this household, or any visitors to the leased premises shall not do or permit any act or thing which may be or become an annoyance or disturbance to the Lessor or occupiers of other dwellings in the development or which may constitute a contravention of any laws or regulations, Municipal or otherwise.

b) Shall so control any children occupying or visiting the premises that they will not cause annoyance to other occupants in the development. The Lessor's opinion as to whether there is a breach of this condition shall be final.

c) Not to allow any pets without the prior consent of the Lessor.

### **5.7 Parking**

Shall not park or allow anyone to park any vehicle on any driveway or grounds of the property except in his garage or special parking area or in any area generally set aside for parking, or in any other way obstruct or encumber any driveway or other part of the property.

### **5.8 Keys**

The Lessee shall, on the expiration of this lease, hand to the Lessor, or his duly appointed agent, all keys for the leased premises and obtain a receipt thereof.

## **6. THE LESSOR'S RIGHTS AND LIMITATIONS OF LIABILITY**

### **6.1 Access**

The Lessor and its agents and nominees shall be entitled to access to the leased premises at all reasonable times for the purposes of inspection, or to enable prospective tenants to view the leased premises, or for the making of such repairs, renovations, reconstruction or alteration as the Lessor may consider necessary or for any other reasonable purpose.

## **6.2 Liability**

### **The Lessor**

a) Shall not be liable for any injuries to the lessee or any member of this family, visitors or tradesmen or any damage to their property whether or not resulting from any act, neglect or default of the Lessor or his servants, or any defects in the construction of the building latent or patent or which may subsequently appear and not be remedied, from insufficient lighting or ventilation or from any defects in any machinery plant or appliance installed or used in the development, or resulting from leakage or from any faulty electrical wiring, or insects or from any other cause whatsoever, without exception, including damage resulting from fire, flood, lightning or other Act of God, war, riots and other civil commotion. The limitation of the Lessor's liability as aforesaid shall apply whether the injury, damage, inconvenience or loss is situated inside or outside the said leased premises or building.

b) All goods, property and effects of whatsoever nature, owned by anyone other than the Lessee, which at any time may be in or on the leased premises, shall be at the sole risk of the Lessee and the loss thereof or damage thereto from any cause whatsoever shall not be the responsibility of the Lessor and he shall not be liable to make good any loss or damage suffered by anyone in respect thereof.

c) The Lessor shall not be responsible for the non-observance of any condition of this lease to the Lessee or other person.

## **7. DAMAGE**

7.1 In the event of the partial destruction of the leased premises by fire, flooding, storms, Act of God, or by riot or insurrection, the Lessor shall take steps as soon as may be reasonably possible, for the repair thereof, and the Lessee shall be entitled to an abatement of rental during the period that the premises are under repair, the amount of such abatement to be mutually agreed upon or, failing agreement, to be settled by arbitration.

7.2 In the event, however, of the total destruction of the leased premises by any one of the aforesaid causes, or in the event of partial destruction to any extent making the premises substantially untenable, the Lessor shall have the right to terminate this lease, failing which termination of this lease shall continue to be of full force and effect, but the Lessee shall in that event be absolved from any obligation to make payment of rental until the premises have been reconstructed and occupation has again been given to the Lessee.

## **8. BREACH OF LEASE**

8.1 Should the Lessee fail to pay the rent aforesaid or any other monies due hereunder punctually on due date or should the Lessee commit or permit any breach whatsoever of any of the terms and conditions of this lease, the Lessor shall have the right forthwith to declare this lease cancelled and at an end without any notice whatsoever required. The Lessee in such event waives his right to legal notice which he may be entitled to. The Lessor shall in such event further have the right immediately to re-enter upon and take possession of the premises hereby let and to eject the Lessee or any other person or persons therefrom. Such cancellation, re-entry or ejection shall however in no way prejudice any claim which the Lessor may then or thereafter have against the Lessor for any rent due or for damages or for any breach of any of the terms and conditions hereof, and the Lessor shall in no way be liable to compensate the Lessee for any damage he may suffer by reason of any cancellation, re-entry or ejection.

8.2 The Lessee hereby accepts liability for all legal costs, including attorney-client charges and collection charges, and other expenses of any nature whatsoever, which may be incurred by the Lessor by reason of the Lessee's breach of any term or condition of this lease, and hereby agrees to pay such amounts to the Lessor on demand.

8.3 Any extension of time for the payment of any rental or any other indulgence that may be granted by the Lessor or the non-enforcement by the Lessor of any of his rights under this lease or any non-insistence on his part of the Lessee performing in full his obligations under this lease.

## 9. DOMICILIUM AND NOTICES

The Lessee hereby chooses domicilium citandi et executandi at the premises hereby let and all notices, correspondence and legal process which may be required to be given to, or served on, the Lessee in terms of this lease shall be regarded as validly given to or served on the Lessee if addressed to, or served or left at the premises.

## 10. GENERAL

10.1 Notwithstanding anything to the contrary contained and notwithstanding any receipt given for rent or deposit paid should the Lessor be unable to give the Lessee occupation of the Premises on the commencement day, by reason of the Premises being in a state of disrepair, or by reason of the fact, matter or thing whatsoever not due to wilful default on the part of the Lessor, the Lessee shall have no claim for damages or other right of action against the Lessor as a result thereof and undertakes to accept occupation from whatever date the Premises are available subject to a remission of rent for the period of non-occupation.

10.2 No variation of this Agreement, other than variations relating to an increase in monthly rental, shall be of any force or effect unless it is reduced to writing and is signed by both the Lessor and the Lessee.

10.3 This Lease contains all the terms and conditions of the Agreement between the Lessor and the Lessee and the parties acknowledging that there are no understandings, representations or terms between the Lessor and the Lessee in regard to the letting of the premises other than those set out herein.

10.4 The parties hereby consent to the jurisdiction of the Magistrate's Courts in respect of all proceedings under or arising out of this Lease.

## 11. SPECIAL CONDITION

- ***Monthly rental amount to escalate with 10% (ten percent) on renewal of annual contract.***
- ***"Lessee/s" to abide and adhere to the rules as laid down by the Body Corporate of North View Flats.***

- *All nails/hooks affixed for hanging of portraits / frames etc. to be removed and fixed on termination of lease agreement. (Nails/hooks only permissible on brick walls)*
- *On termination of lease agreement, carpets to be cleaned and flat repainted if required by Lessor.*

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**12. DEPOSIT**

The tenant shall pay a deposit on demand equal to one month's rent, which shall be retained to cover damages on the tenant's vacation of the property.

**SIGNED BY THE LESSEE AT \_\_\_\_\_ on \_\_\_\_\_ 20**

**AS WITNESSES:**

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

\_\_\_\_\_  
**LESSEE**

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

**SIGNED BY THE LESSOR AT \_\_\_\_\_ on \_\_\_\_\_ 20**

**AS WITNESSES:**

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

\_\_\_\_\_  
**LESSOR**

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