

**RESIDENTIAL LEASE AGREEMENT**

LEASE BETWEEN

("the LESSOR")	Of (address)
("the LESSEE")	Of (address)

\*It is important to delete whichever is applicable where marked with this asterisk throughout this lease.

1. The LESSOR hereby lets to the LESSEE who hires certain unfurnished dwelling\*/garage located at ..... ("the premises") on the terms and conditions contained in this lease.
2. 2.1\*This lease shall be a monthly lease commencing on the ..... day of ..... 200..... ("the commencement date") and terminable by either party giving to the other one calendar months written notice to that effect, which written notice shall not, however, be given prior to .....20....
- 2.2 \*This lease shall endure for a period of ..... months ("the INITIAL PERIOD") commencing on the ..... day of ..... 200..... and shall continue thereafter on a month to month basis.
- 2.3 A rental deposit of R..... has been paid the ..... day of ..... 200..... The LESSOR may from time to time require that the LESSOR increase the rental deposit in accordance with increases in rental.
3. 3.1 The monthly rental payable by the LESSEE to the LESSOR during the currency of this lease shall be the sum of R..... per month payable monthly in advance without any deduction or demand and free of exchange on the first day of each and every month in South Africa currency at the offices of the LESSOR or banked to the LESSOR's bank at ..... Bank, account number ..... or at such other address as the LESSOR may notify the LESSEE in writing from time to time. The LESSOR may after the INITIAL PERIOD increase the monthly rental payable by the LESSEE after giving two calendar months notice of such increase. The rental referred to shall be escalated annually by ..... per cent.
- 3.2 Notwithstanding the provisions of 3.1 should the municipal rates and taxes, special sanitary fees and refuse removal fees or any other outgoings or charges payable in respect of the premises to the local or any other authority be increased from time to time so as to exceed the amounts payable therefore on the commencement date, the monthly rental payable by the LESSEE shall ipso facto be increased from time to time with effect from the date upon which such increases become effective by one-twelve of the amount thereof.
4. The LESSEE shall with effect from the commencement date be liable for and pay promptly on due date to the authority concerned or the LESSOR, whichever is applicable, all relevant fees and deposits for \*water, electricity, gas, sanitary fees, refuse removal fees, wherever applicable and any other services required by the LESSEE in respect of the premises. If a sub-meter has been installed in the premises the LESSEE shall pay the LESSOR or his agent each month on due date the appropriate charge for electricity and gas consumed as read on such sub-meter by the LESSOR or agent calculated in accordance with the municipal by-laws as amended from time to time together with such service charge as the LESSOR may lawfully levy in respect of such meter.
5. The premises shall be used only for private residential purposes and not for any other purpose whatsoever. The premises shall be used and occupied personally by the LESSEE during the currency of this lease. The maximum number of persons residing in the premises including the LESSEE at any time shall be .....
6. The LESSEE shall not cede or assign this lease either in whole or in part, or sub-let the premises or any portion thereof or permit or allow any other person to occupy the premises or to reside therein in contravention of this lease or to obtain possession thereof without the prior written consent of the LESSOR, which shall not be unreasonably withheld.
7. Should the LESSEE on taking occupation of the premises discover that the same or any of the appurtenances thereof, including but not restricted to stove, keys, locks, windows, sewerage pipes and pans, electricity or gas installations and fittings, water taps, cookers, fireplaces, or furniture are in a defective state of repair, he shall within three days of the commencement date notify the LESSOR in writing of the details of any such defect and the failure to do so on the part of the LESSEE shall constitute an acknowledgement on his part that the whole of the same are in good and proper state of repair and condition. The LESSEE hereby undertakes to care for and maintain the whole of the same in like good order and condition during the currency of this lease and at the termination hereof to return and redeliver the same to the LESSOR in like good order and condition, fair wear and tear excepted, and to make good and repair at the LESSEE's cost any damage or breakages, or in the alternative to reimburse the LESSOR for the cost of replacing, repairing or making good any of the same.
8. The LESSEE undertakes to use in a reasonable manner, and thereby to keep and maintain all sewerage pipes, water pipes, guttering and drains on the premises, free from obstruction and blockage and to remote at his cost any blockage or obstruction therein.
9. The LESSEE shall be responsible for any damage done to the premises by reason of any furniture or objects or vehicles being brought into or removed from the premises.
10. The LESSEE shall not make any alterations or additions to the premises or to any installation therein, whether structure or otherwise, or drive or permit any nails or screws to be driven into the walls, ceiling or furniture of the premises or in any manner whatsoever do or permit anything to be done that may be calculated to damage the walls or any other portion of the premises.
11. The LESSEE undertakes at his expense to keep the grounds and gardens of the premises in a neat and tidy condition and free from all weeds and to maintain the existing gardens and lawns, if any, in good condition and properly watered. In the

event of a swimming pool or tennis court or any other amenity being situated on the premises the LESSEE shall maintain and keep same in proper working order and in a fit and proper state to the satisfaction of the LESSOR or any person duly authorised by him hereto.

12. The LESSEE shall at his expense replace where necessary all fluorescent bulbs, starters, globes, ballasts and incandescent bulbs used in the premises.
13. The LESSOR's workmen or agents shall at all reasonable times be entitled to enter the premises and to do and carry on any work that may be required to be done to the premises for the preservation, repair or alteration thereof, or to carry out an inspection of the premises to determine occupancy or condition.
14. The LESSOR's responsibility is:
  - 14.1 to ensure that, on the taking of occupation by the LESSEE, the premises are in a reasonable state of repair, clean and structurally sound;
  - 14.2 to take steps, after the taking of occupation and for the duration of this Agreement, to keep the premises in functional order, i.e. to effect such maintenance and repairs as may be necessitated through fair wear and tear.
  - 14.3 In pursuit of its responsibilities the LESSOR shall keep all outside walls and roofs of the premises in functional order.
  - 14.4 The LESSOR shall not be responsible for any damage caused by leakage, rain, hail, snow or any other cause whatsoever nor shall the LESSOR be responsible for any loss or damage which the LESSEE may sustain by reason of any act or neglect on the part of the LESSOR or any of his servants, nor shall the LESSOR be responsible for any damage which the LESSEE may sustain by reason of the premises at any time falling into a defective state of repair or by reason of any repairs to be effected by the LESSOR not being effected timeously or at all and the LESSEE shall not be entitled for any of the foregoing reasons or any other reasons whatsoever to withhold any monies payable by him to the LESSOR in terms of this lease.
15. In the event of a fire occurring on the premises the LESSOR shall be entitled to forthwith terminate this lease in which event he shall refund to the LESSEE any rent paid in advance beyond the date of such termination and the LESSEE shall not have any claim for damages in consequence of any such deprivation or for damage by the fire to furniture or any personal effects. The LESSEE undertakes not to use any apparatus or carry on any trade or process or keep any combustibles or hazardous goods on the premises, which may vitiate the LESSOR's fire insurance policy or increase any premium there under.
16. Notwithstanding anything to the contrary contained herein and notwithstanding any receipt given for rent or deposit paid, should the LESSEE occupation of the premises on the commencement date, for reason of the premises being in a state of disrepair, or by reason of the fact that the previous tenant not having vacated same or by reason of any fact, matter or thing whatsoever not due to wilful default on the part of the LESSOR, the LESSEE shall have no claims 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.
17. Should the LESSEE fail to take occupation of the premises within a period of three days of the commencement date or from the date on which occupation of the premises to him in terms of 16 the LESSOR shall be entitled to, without prejudice to any other rights available to it in law, to forthwith cancel this lease without notice, in which event the LESSEE shall have no right or claims of whatsoever nature against the LESSOR by reason of such cancellation but shall forfeit any deposit paid and be liable for any loss of rent or other damages sustained by the LESSOR as a result of such cancellation.
18. This lease shall be subject to confirmation by the LESSOR within one week of signature by the LESSEE and the LESSOR shall be entitled to withhold such confirmation for any reason whatsoever and without assigning any reason therefore. Should the LESSOR fail to sign this agreement within the said period the LESSEE shall not have any right to claim existence of a lease with the LESSOR whether oral or otherwise by reason of such cancellation having been conducted in regard thereto by reason of this lease having been executed by the LESSEE only or for any other reason whatsoever.
19. Should the rental or any other sum or sums payable by the LESSEE hereunder not be paid promptly on the due date thereof or should the LESSEE in any other respect whatsoever contravene or permit the contravention of any terms of this lease or fail in the observance of any terms of this lease, the LESSOR shall, notwithstanding any previous waiver to the contrary on his part of any of his rights under this agreement, be entitled to give the tenant seven days notice to remedy the breach, unless the tenant is in default of rental payment and remains in default for a period of seven days of due date, then such notice will be dispensed with. Following the notice period the LESSOR shall be entitled to cancel this agreement and to obtain possession of the premises and for that purpose to take whatever action may be necessary for the immediate ejection of the LESSEE from the premises without prejudice and in addition to all other rights available to the LESSOR to claim rent already due and such further damages as the LESSOR may sustain by reason of the LESSEE's breach or default, including but not restricted to all legal costs and charges payable by the LESSOR as a result thereof.
20. The LESSOR shall be entitled to affix and exhibit on the premises "to let" and "for sale" notices for a period of ..... months prior to the termination of his lease and the LESSEE shall permit prospective tenants or buyers of the premises to view the whole of the same during reasonable hours at any time during the currency of this lease.
21. The LESSEE hereby acknowledges the said ..... to be the duly authorised agents of the LESSOR and that they may exercise on behalf of the LESSOR all the LESSOR's legal rights and claims in terms of this lease until written notice to the contrary shall have been received by the LESSEE from the LESSOR.
22. All processes for the recovery of rent or ejection or the fulfilment of any of the terms hereof or for the recovery of any damage or loss suffered through the LESSEE's breach of any terms hereof or through the LESSEE's failure to vacate the premises timeously on termination of this lease may be taken either by the agents in their name or by the LESSOR as the LESSOR may from time to time direct. The LESSEE acknowledges that no receipt given shall be valid unless given on the agents customary receipt form and that any error if any, in such receipt shall not be binding on the agents or the LESSOR.

23. The LESSEE hereby chooses domicilium citandi et executandi for all purposes at the premises and all notices required to be given to the LESSEE in terms of this lease shall be delivered by hand or sent by prepaid registered post to the premises and shall be deemed in the case of delivery to have been received on the date of delivery and in the case of such posting, on the third day after such posting.
24. The costs of this lease and the stamp duty payable hereon shall be paid by the LESSEE.
25. The LESSOR and the agents shall not be liable to the LESSEE or any other person whatsoever for any injury, loss or damage of any description whatsoever which the LESSEE or any member of his family or any employee or servant, friend, acquaintance, visitor, invitee or guest of the LESSEE may sustain directly or indirectly in or about the premises from whatsoever cause arising. The LESSEE hereby accepts responsibility for an indemnifies the LESSOR and his employees, servants or agents against any claim by any such person for any injury, loss or damage sustained as aforesaid.
26. The LESSEE hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may have been brought against him by the LESSOR in connection with the lease, notwithstanding that such action or proceedings would otherwise be beyond such jurisdiction without prejudice to the LESSOR's right to institute action in the Supreme Court having jurisdiction.
27. No relaxation which the LESSOR may show at any time whatsoever in regard to the carrying out of any of the LESSEE's obligations in terms of this lease shall prejudice any of the LESSOR's rights under this lease in any manner whatsoever or be regarded as a waiver of any of the LESSOR's rights in terms of this lease.
- 28.1 Should the LESSOR cancel this lease and the LESSEE dispute the LESSOR's right so to do and remain in occupation of the premises; the LESSEE shall, pending the determination of the dispute continue to pay all amounts due by him in terms of this lease on the due date thereof and the LESSOR shall be entitled to recover, sue for and accept those payments without prejudice to and without in any manner whatsoever affecting the LESSOR's claim to cancellation of this lease or any other nature whatsoever.
- 28.2 Should the dispute between the LESSOR and the LESSEE be determined in favour of the LESSOR the payments made to the LESSOR in terms of 29.1 shall be regarded as amounts paid by the LESSEE on account of the loss sustained by the LESSOR as a result of the holding over by the LESSEE of the premises.
29. Notwithstanding anything to the contrary contained in this lease if during the currency hereof the monthly rental which may lawfully be charged in respect of the premises is increase above that stipulated in this lease, the monthly rental payable in terms hereof shall *ipso facto* be increased with effect from the date of such increase to the amount which is thus lawfully able to be charged in respect of the premises. In addition the deposit payable by the LESSEE in terms of clause 16 of the lease will be increased by the proportion which the rental stipulated in this lease bears to the said increased rental.
30. The LESSEE shall be responsible for and hereby undertakes to pay to the LESSOR all expenses, costs and charges which the LESSOR may incur arising out of the default of the LESSEE, collection commission at the ruling and all legal costs as between attorney and client.
31. This lease contains all the terms and conditions of the agreement entered into by the LESSOR and the LESSEE and the LESSEE acknowledges that no representation, warranty, undertaking or promise whatsoever which may have been made by the LESSOR or the LESSOR's agents or servants other than those contained herein shall be binding on or enforceable against the LESSOR. No alteration or variation of the terms of this lease or any alleged cancellation by mutual consent shall be of any force or effect unless reduced to writing and signed by the LESSOR and the LESSEE or any person duly authorised thereto in writing by them.

THUS DONE AND SIGNED by the LESSEE at .....

this ..... day of ..... 200.....

WITNESS:

- 1.
- 2.

.....  
LESSEE

THUS DONE AND SIGNED by the LESSOR at .....

this ..... day of ..... 200.....

WITNESS:

- 1.
- 2.

.....  
LESSOR

N.B.: Aliens Act No 1 of 1927

1. Are you a South African citizen? Yes or No.
2. What is your South African identity number? .....
3. If you are an alien please give your permit number ..... and expiry date of permit  
..... 200.....

Ver.: 02/12/2004 PJH