



RESIDENTIAL LEASE AGREEMENT

BETWEEN:

The Triple Ply (PTY) Ltd
Registration number: 2018/386179/07
("the LANDLORD")

herein represented by Stepup Property Company Proprietary Limited 2017/408058/07
as duly authorised Managing Agent)

and

("the TENANT")

sample

ID/PASSPORT NO

Building: _____

Unit: _____

Tenant Ref. No: _____

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND EXPLANATIONS

1.1. In this Agreement, the words below mean the following:

- 1.1.1. "this Agreement" shall mean this Lease between the Landlord and Tenant together with its annexures;
- 1.1.2. "Business Day" shall mean any day of the week, excluding Saturdays, Sundays and public holidays;
- 1.1.3. "The Consumer Protection Act" shall mean Act 68 of 2008 read together with the final regulations of 1 April 2011 and any amendments thereto;
- 1.1.4. "deposit" shall mean the amount/s the Tenant must pay to the Landlord before the Tenant moves into the Premises, plus any amounts referred to in 5.3;
- 1.1.5. the "Initial Period" shall mean the period of the Lease as described in 4.
- 1.1.6. the "Landlord" shall mean The Triple Ply (PTY) Ltd
- 1.1.7. the "Managing Agent" shall mean Step Up Property Company (Pty) Ltd, a private company with limited liability duly incorporated according to the laws of the Republic of South Africa;
- 1.1.8. "Month" shall mean one calendar month;
- 1.1.9. the "Premises" shall mean Unit No: _____, Type of dwelling: _____, at Building: _____, located at _____;
- 1.1.10. "The Rental Housing Act" shall mean Act 50 of 1999 and any amendments thereto;
- 1.1.11. "date of Signature" shall mean the date on which this Lease is signed by the last party to do so;
- 1.1.12. the "rent" shall mean the rental that must be paid by the Tenant to the Landlord for renting the Premises;
- 1.1.13. the "Tenant" shall mean _____;
- 1.1.14. "VAT" shall mean value added tax;
- 1.1.15. Any reference to one gender includes the other gender and any reference to the singular includes the plural and vice versa.

2. MANAGING AGENT

The Tenant hereby acknowledges that Step Up Property Company, Domiciled at unit 6, Essential Health Building , Old Paarl road, Brackenfell, 7561 , is the duly authorised Managing Agent ("the Managing Agent") of the Landlord and that it may exercise on behalf of the Landlord all the Landlord's legal rights and claims in terms of this Lease until written notice to the contrary shall have been received by the Tenant from the Landlord.

3. THE LEASE

The Landlord hereby rents to the Tenant the Premises, and the Tenant hires the Premises from the Landlord on the terms of this Lease.

4. LENGTH OF LEASE

This Lease shall be for a period of 12 months and shall start on _____ and end on _____ (the "Initial Period"), and shall continue thereafter on a month-to-month basis, subject to termination on 20 business days' notice.

5. THE DEPOSIT

- 5.1. A rental deposit **equivalent to 1 (one) months rent** and a key and utility deposit of **R200** is payable by the Tenant prior to the signing of this Lease, and prior to the tenant being allowed to occupy the premises.
- 5.2. The deposit will be placed in a call bank account and the Landlord will pay the Tenant this amount plus interest earned when the Lease ends if the Tenant does not owe any money to the Landlord or there are no damages to the Premises. If there are damages, the Landlord will be allowed to use the deposit and interest to repair damages and replace lost keys.
- 5.3. If there is any increase in the rental that the Tenant must pay, the Tenant must pay extra towards the deposit so that the deposit is equal to 1 month/s of the new rental amount. The Landlord will bill the Tenant for the increase in deposit in the same month that the rent is increased. This is to ensure that the deposit is always at 1 month/s' rent.

6. PAYMENT OF RENTAL BY THE TENANT

- 6.1. The monthly rental payable by the Tenant to the Landlord during this Lease shall be the sum of **R** (**Rand**) per month, payable monthly in advance without any deduction, set off or demand on or before the first day of each and every month in South African currency.
- 6.2. The Tenant's rent must reflect in the Managing Agent's bank account on or before the first day of every consecutive month.
- 6.3. The Tenant is not allowed to pay a lower amount of the rent for any reason whatsoever.
- 6.4. **Payment is to be made either by means of debit order against the Tenant's bank, by Electronic Funds Transfer (EFT) to the Managing Agent (STEP UP PROPERTY COMPANY) at ABSA Bank, account number or into such other account as the Landlord may notify the Tenant in writing from time to time, or via Easy Pay. Cash payments into the account will have bank charges, which will be recovered from the tenant.**
- 6.5. Where a Tenant's debit order is returned by the bank on more than one occasion, for any reason whatsoever i.e. insufficient funds, account closed, no authority to debit etc. the Managing Agent is permitted to change the Tenant's payment method to manual without the consent of the Tenant, and the Tenant will be required to make a payment via Electronic Funds

Transfer (EFT) or by using Easy Pay in the future. The Managing Agent may consider reinstating the Tenant to debit order upon request, but this is entirely at the discretion of the Managing Agent.

- 6.6. If the Tenant does not pay the rent by debit order or EFT and there are bank charges for the payment, the Managing Agent will charge the Tenant for any bank charges it has to pay.
- 6.7. The Tenant must make sure that the Landlord knows the rental payment has been made.
- 6.8. The Tenant agrees to use their unique Tenant Reference Number (5 numerical digits) whenever a payment is made at the bank, alternatively their Easy Pay reference number when using any Easy Pay outlet to make payment. The unique Tenant Reference Number will appear on the invoice / statement each month.
- 6.9. Payments made by the Tenant will be applied by the Landlord firstly against any rental amount owing, and secondly against any amount owing for utilities (electricity, water and other).
- 6.10. The onus is on the tenant to request a statement should a statement not be received. Not receiving a statement cannot be used as an excuse for not making payment.
- 6.11. The rent that the Tenant is paying will automatically increase by a market related percentage each year, on anniversary of the lease, unless otherwise notified in writing.
- 6.12. The Tenant will also need to pay any reasonable charges that may come about because of the late payment of rentals, or any other terms which the Tenant does not comply with.
- 6.13. If this lease was subject to one month free rent at commencement, and the Tenant subsequently cancels the agreement before the end of the lease term, the free month rent will be forfeited as a penalty and deducted from the deposit.
- 6.14. If the tenant absconds or leaves the premises unattended, with their belongings in the premises, and fails to make payment of the rental, then the Landlord will move the tenant's belongings into storage in order to re-let the premises. The Landlord accepts no responsibility for any loss or damage to the Tenant's belongings as a result of the moving thereof, and the Landlord will charge the tenant monthly storage rental of R500. If the tenant fails to collect their belongings within a period of two months, the Landlord may sell / donate the Tenant's belongings to recover its costs, and the Tenant shall not have any claim against the Landlord for loss or otherwise.

7. ELECTRICITY, WATER AND CHARGES BY THE MUNICIPALITY

- 7.1. The Tenant will have to pay the Landlord all amounts that the Landlord gets billed for such as –

7.1.1. Water;

7.1.2. Sewer

including any increases in these amounts.

- 7.2. Where the Premises is fitted with electricity and water meters to measure consumption, electricity and water consumed by the Tenant is billed two months in arrears. For example, if a Lease commences on 1 January, consumption for January will only be billed in March; February will only be billed in April and so on. This is due to the fact that rent is billed in advance whereas sewer and water are billed in arrears, after being consumed. The Tenant will therefore not see a charge for sewer and water on the statement until month three (3) of the Lease. When the lease is terminated, regardless of which party terminates the lease, any amounts not yet billed for utilities used by the Tenant, will be deducted from the deposit. The Tenant has been explained and understands same.

Tenant Initial

***lease will be invalid unless block initialled**

- 7.3. If a sub-meter has been installed in the Premises, the Tenant shall pay the Landlord each month on due date the appropriate charge for electricity, water and/or gas consumed as read on such sub-meter by the Landlord, calculated in accordance with the municipal by-laws as amended from time to time together with such service charge as the Landlord may lawfully charge in respect of such meter.

- 7.4. Where the Premises is fitted with a pre-paid electricity meter, the Tenant will be required to procure electricity from a registered pre-paid vendor. The Landlord will not bill the Tenant for electricity, unless it is found that the Tenant has tampered with the electricity meter, in which case the Tenant will be charged based on previous average consumption.

Tenant Initial

***lease will be invalid unless block initialled**

- 7.5. Where the building is fitted with a heat pump(s) for hot water i.e. NO geysers are installed in individual units, the Tenant will be charged a heating charge each month, calculated by the amount of hot water consumed in kilo litres (KL), which shall be based on the sub-meter installed to measure the hot water for the Premises, by the tariff at the prevailing time.

Tenant Initial

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8. ARE THE PREMISES IN GOOD CONDITION

- 8.1. The Tenant and the Landlord will get together and inspect the Premises when the Tenant moves in to see if there are any damages.
- 8.2. A list of these damages, if any, will be written down on a check list (snag list) and kept on file for future reference when the Tenant moves out.
- 8.3. The Tenant does not expect the Landlord to repair the Premises, the intention being that such check list will serve only to record the condition of the Premises when the Tenant moves in.
- 8.4. The Tenant will still have 7 (seven) days from date of occupation to give the Landlord in writing a list of any problems not found when moving in.
- 8.5. The Landlord may, but shall not be obliged to, effect any repairs and/or maintenance in respect of any of the defects listed by the Tenant in 8.4.
- 8.6. Should a list of problems not be delivered to the Landlord within 7 (seven) days, it shall be deemed that there are no problems.
- 8.7. When the Lease ends, the Landlord and the Tenant shall get together and inspect the Premises, once the property has been vacated, to see if there were any damages caused to the Premises or furniture (if the Premises contained the Landlord's furniture) while the Tenant stayed there.
- 8.8. If the Tenant does not come to the inspection even when asked by the Landlord, the Landlord will inspect the Premises without the Tenant to see if there are any damages. The Landlord will be allowed to take money off the Tenant's deposit and interest to pay for any damages, and pay the Tenant whatever is left. This will be done between 14 (fourteen) and 21 (twenty one) days after the Landlord has done this inspection or after the damages are repaired.
- 8.9. Except for what is stated on the check list at the time of commencement of the Lease, the Premises is in a good condition, suitable for the purpose for which it is let, and the Tenant accepts the Premises as it stands.

9. USE OF PREMISES

- 9.1. The Tenant will only use the Premises to live in and not for any other purposes, including work.
- 9.2. The Premises shall be used and occupied personally by the Tenant during the term of this Lease, unless agreed to in writing.
- 9.3. The maximum number of persons residing in the Premises at any time, including the Tenant, shall be the same as indicated on the approved application form. If the occupiers of the unit as indicated on the approved application form change, the tenant will immediately request approval from the Landlord.

10. WHAT MUST THE TENANT DO OR NOT DO

10.1. The Tenant shall –

- 10.1.1. look after the Premises and ensure that all is in good order and condition and regularly clean the floor coverings and tiles;
- 10.1.2. keep the Premises clean and hygienic;
- 10.1.3. be bound by all rules imposed on the building by the Landlord from time to time, or by the rules of the Body Corporate, if applicable;
- 10.1.4. only put rubbish in the bins provided i.e. not in lift lobby's, corridors etc;
- 10.1.5. keep the Premises well ventilated by opening windows regularly to allow fresh air into the Premises;
- 10.1.6. not interfere with the electrical or plumbing system for the Premises;
- 10.1.7. take all possible reasonable steps to stop blockages and obstructions in the drains or sewage pipes in the Premises;
- 10.1.8. at his / her expense, replace where necessary, all fluorescent light bulbs, starters, globes, ballasts and incandescent light bulbs used in the Premises;
- 10.1.9. 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, including damage caused by people who stay with him/her or his/her visitors;
- 10.1.10. be responsible to insure all their goods and possessions if they so desire, as the Landlord shall not be responsible for any loss of or damage to the Tenant's goods and possessions which may result during their occupation.

Tenant Initial

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10.2. The Tenant shall not –

- 10.2.1. act against or allow the breaching of any law or by-law which affects the Premises;
- 10.2.2. make any structural changes or additions to the Premises, stick adhesive picture holders onto or deface the walls, drive nails or other objects into any portion of the Premises or paint the interior or exterior of the Premises without the written approval of the Landlord;
- 10.2.3. keep pets on the Premises;
- 10.2.4. do anything which may potentially cause damage to the Premises or which may be potentially harmful to neighbours;
- 10.2.5. hang or place any signs, notices or advertisements anywhere on the Premises without the written approval of the Landlord;
- 10.2.6. install any security gates to the Leased Premises;
- 10.2.7. hold back on any payment owed to the Landlord for any reason whatsoever, including a dispute with regards to utility charges;

- 10.2.8. use any apparatus or carry on any trade or process or keep any combustibles or hazardous goods on the Premises, which may violate the Landlord's fire insurance policy or increase any premium payable thereunder;
- 10.2.9. 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 Landlord;
- 10.2.10. tell the Landlord that the deposit that the Landlord holds is to be used for the rental for the last month of the Lease;
- 10.2.11. whilst the Lease is in place, be allowed to remove any furniture, TV etc. without completing a goods removal form, which the building manager is required to sign. The form can be obtained from the Managing Agent's offices or the Building Manager;
- 10.2.12. when the Lease ends or is ended by the Managing Agent, hold on to any keys). The Tenant shall give the keys including those of sub-tenants, back to the Managing Agent, at the Managing Agent offices, by latest 12pm the day after the Lease ends. The costs of calling a locksmith to replace keys not handed to the Managing Agent will be deducted from the Tenant's deposit.

10.3. The Tenant shall be responsible to look after the Premises and return the Premises at the end of this Lease in the same good order and condition as received when the Lease began, except for fair wear and tear. **Fair wear and tear means deterioration to the property which happens as a result of ordinary use and exposure over time.**

11. RULES OF THE BUILDING

The tenant agrees that he/she will read, understand and abide by the Building Rules attached hereto as annexure 1. In this regard, the Tenant agrees that any breach of the Building rules will be considered by the Landlord to be a breach of the terms of this Lease and the Lease may be cancelled on this basis.

12. RULES OF THE BODY CORPORATE (Only applicable if the Premises is situated in a Body Corporate Building)

The Tenant agrees that he/she will read and understand the Body Corporate rules, where applicable, and further agrees that the terms of the Body Corporate Rules are an essential part of the Lease. In this regard, the Tenant agrees that any breach of the Body Corporate rules will be considered by the Landlord to be a breach of the terms of this Lease and the Lease may be cancelled on this basis. A copy of the rules is attached hereto.

13. MAINTENANCE AND REPAIR WORK TO THE PREMISES

- 13.1. In the event the Tenant does not do repair work which he is supposed to do, the Landlord is allowed to do the work and send the Tenant the bill for payment.
- 13.2. If there is repairs to be done to the Premises, which is not the Tenants fault, the Tenant must tell the Landlord at least within two weeks of finding out that repairs need to be done. If the Tenant does not do so, the Tenant may be held liable for the repair, and any additional damage caused as a result of not reporting the fault.

14. ENTERING INTO THE PROPERTY BY WORKMEN / LANDLORD

If the Landlord informs the Tenant that he needs to enter the Premises, to inspect, to carry out repairs, pest control or any other reason whatsoever, and gives the Tenant reasonable notice, the Tenant must allow the Landlord to do so.

15. NUISANCE

- 15.1. The Tenant agrees to behave properly and not cause any nuisance to other residents of the building, including that caused by loud music, parties, rowdy behaviour, repairs or revving of vehicles, or from whatsoever other cause or cause damages to anyone else's Premises or property.
- 15.2. Any breach of this clause may in addition to other remedies available to the Landlord, result in the termination of this Lease as set out herein, at the sole option of the Landlord.

16. RIGHT TO PUT TO LET AND FOR SALE SIGNS ON / ALONGSIDE THE PREMISES

The Landlord is allowed to put "TO LET" and/or "FOR SALE" notices on the Premises 60 days before the Lease ends and the Tenant will allow the Landlord the right to show people whom might want to rent or buy the property, subject to the Tenant receiving at least 24 hours warning by the Landlord before this happens.

17. ADDRESSES WHERE THE TENANT AND THE LANDLORD WILL RECEIVE LETTERS, NOTICES & SUMMONS

- 17.1. The Landlord chooses Unit 6, Essential Health Building, Old Paarl Road, Brackenfell, 7561, as the address where it will receive letters, notices and summons, or such other address as the Landlord may choose. Any change in address will be communicated in writing to the Tenant.
- 17.2. The Tenant chooses the Premises as the address where he will receive letters, notices and summons.
 - 17.2.1. Any letters, notices or summons that either the Landlord or Tenant sends by registered post to the other person shall be considered received 4 (four) days after posting.
 - 17.2.2. Letters, Notices or Summons delivered to the Premises by hand or sent to the facsimile number or email address on the following details below shall be considered received on the date of delivery or transmission.

The Managing Agent: Phone number
Email address:

+(27) 21 981 8940
theprime@stepupproperties.co.za

18. COSTS

- 18.1. The administration costs of this Lease shall be paid by the Tenant.
 18.2. If either the Landlord or the Tenant has to take legal action against each other, each of them will be entitled to claim costs from the other on the scale as between attorney and client.

19. CANCELLATIONS

- 19.1. The Tenant may cancel this agreement by serving notice of at least 20 business days before they want the Lease to end.
 19.2. Should the Tenant fail to take occupation of the Premises within a period of 3 (three) days of the commencement date or from the date on which occupation of the Premises is tendered to him in terms of this Lease, the Landlord shall be entitled without prejudice to any other rights available to it in law, to immediately cancel this Lease without notice, in which event the Tenant shall have no right or claims of whatsoever nature against the Landlord because of such cancellation but shall forfeit any deposit paid and be liable for any loss of rent or other damages sustained by the Landlord as a result of such cancellation.
 19.3. In the event of the death of the Tenant, the Landlord shall be entitled to immediately cancel this Lease agreement and to take occupation of the Premises. Any rent paid in advance of beneficial occupation by the Tenant shall be refunded on a pro-rata basis to the deceased estate of the Tenant.
 19.4. In the event of a fire occurring on the Premises the Landlord shall be entitled to immediately cancel this Lease in which event he shall refund to the Tenant any rent paid in advance beyond the date of such cancellation and the Tenant 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.
 19.5. In the event of the Tenant cancelling any notice served in terms of 19.1 above, the Tenant will be required to vacate the premises if the Premises have already been re-let to another tenant. The Managing Agent may offer the Tenant an alternative premise, but cannot guarantee that this premise will be at the same cost.

20. VACATION OF PREMISES

- 20.1. On the termination of this Lease, the Tenant shall vacate the Leased Premises together with all belongings and possessions by not later than 12h00 on the last day of this Lease.
 20.2. Should the Tenant not vacate the Premises by 12h00 on the last day of the Lease, the Landlord or its Agents reserves the right to claim any and all damages arising therefrom.

21. RELAXATION OR INDULGENCES

If the Landlord does not choose to act against the Tenant, even if the Tenant does not follow the Lease, this does not mean that the Landlord cannot demand that the Tenant complies with the Lease at any time thereafter.

22. SURETYSHIP

- 22.1. The person signing as surety accepts his / her liability jointly and severally with the Tenant as surety and co-principal debtor for amounts which may become due to the Landlord by the Tenant at any time in terms of this Lease.
 22.2. If the Tenant is a body corporate, partnership/association, company, corporation or trust, the Lease will not be valid unless the directors, members or trustees of the Tenant commit themselves in writing on behalf of the Tenant to the satisfaction of the Landlord.

23. SIGNING ON BEHALF OF ANOTHER

If a person is signing this Lease on behalf of another, the person doing so is confirming that they have the right to do so and, by signature, is agreeing together with the person they are representing, to be equally bound in terms of this Lease.

24. GENERAL

- 24.1. No change to the Lease, including verbal communication, will be valid unless the Landlord and the Tenant agree in writing and sign those changes.
 24.2. The Landlord and the Tenant agree that the Lease contains all the terms and conditions that have been agreed to between them.

25. LEGAL FOREIGNERS AND THEIR DUTIES

If the Tenant is a legal foreigner as described in terms of The Immigration Act 13 of 2002, ("The immigration Act") he/she warrants that they have a valid residence permit ("permit") which was granted in terms of The Immigration Act and which is valid for the period of the Lease (including any Renewal Periods). The duty to show the Landlord the permit is the Tenant's responsibility alone.

26. MATRIMONIAL PROPERTY ACT

The Landlord and the Tenant hereby confirm that they have complied with all the terms necessary in terms of the Matrimonial Property Act 88 of 1984. This means that if any person signing this Lease is married in community of property, the spouse of that person signing the Lease will be considered to have agreed and given the necessary permission to the person signing the Lease.

27. TENANT CONSENT CLAUSE

27.1. The Tenant hereby agrees and allows –

- 27.1.1. The Landlord, at all times, to contact, request, and obtain information from any credit provider (or potential credit provider) or registered credit bureau that may be necessary to assess the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the Tenant.
- 27.1.2. The Landlord to furnish information concerning the behaviour profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.

28. ONE OR TWO COPIES OF A LEGAL DOCUMENT

This Lease and any annexures that are signed by the Landlord and Tenant on different copies of the same document will still be seen as being signed on one copy between the Landlord and the Tenant.

29. PROTECTION FOR A LANDLORD (CPA)

The Tenant will not be allowed to sue the Landlord or Managing Agent for any loss, damage or injury which the Tenant may have or experience unless it is because the Landlord or Managing Agent was grossly negligent.

30. SPECIFIC RIGHT TO CANCEL IN TERMS OF THE CPA

If this Lease resulted from any direct approach to the Tenant by the Landlord or Managing Agent, the Tenant will be entitled to cancel the Lease on written notice to the Landlord without reason or penalty, within 5 (Five) business days of the signing of the Lease and be entitled to a refund within 15 (Fifteen) business days thereafter, or any and/or all payments made to the Landlord or Managing Agent in regard of the Lease.

31. OPTION TO CONTINUE THE LEASE AFTER THE INITIAL PERIOD

- 31.1. If the Lease is not cancelled by either the Landlord or the Tenant before the end of the Initial Period, the Lease will automatically continue on a month to month basis and will need at least notice of 20 business days from the Tenant or the Landlord to end the Lease.
- 31.2. The Landlord will notify the Tenant not more than 80 (eighty) and not less than 40 (forty) business days before the Initial Period ends and inform the Tenant of the following by way of a letter:
 - 31.2.1. the date the Initial Period ends;
 - 31.2.2. the changes that will apply if the Lease is renewed or which continues on a month to month basis and attach those changes to the letter;
 - 31.2.3. any material changes to the lease that will apply to such continuation;
 - 31.2.4. should the Tenant not terminate the lease at the end of the Initial Period the Tenant retains the right to cancel the Lease as stated above in 31.1.

32. BREACHING OR NOT COMPLYING WITH THE TERMS AND CONDITIONS

- 32.1. The Landlord shall be entitled, over and above any other rights in law, to immediately cancel this Lease if the Tenant fails to pay the rental or any other amount, or fails to comply with any other terms as required in terms of this Lease after (20) twenty business days of a letter being posted to the Tenant telling him to do what is necessary to sort out the wrong doing.
- 32.2. The Landlord shall similarly be entitled, over and above any other rights in law, to immediately cancel this Lease if the Tenant commits any breach on more than once instance.
- 32.3. If the Tenant cancels the Lease with the Landlord before the end of the Initial Period, the Tenant agrees that the Landlord will be entitled to charge the Tenant a reasonable penalty. The Landlord, acting diligently, will try his best to find another Tenant for that period, but may take several months to do so.
- 32.4. In the event of the Landlord cancelling this Lease in accordance with his rights hereunder and in the event of the Tenant disputing the right to cancel and remain in occupation of the Premises, the Tenant shall, pending settlement of such dispute either by negotiation or by litigation or by determination of the tribunal, continue to pay an amount equivalent to the rent provided for in this agreement in advance as hereinbefore provided and shall continue to pay on due date any other amounts for which he is responsible hereunder and the Landlord shall be entitled to accept such payments and the acceptance thereof shall be without prejudice to, and shall not in any way whatsoever effect the Landlord's claim for cancellation.
- 32.5. Should the dispute be determined in favour of the Landlord, payment made and received in terms of clause 32.3 above, shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the Lease and / or the unlawful holding over by the Tenant, but without prejudice to any other claim which the Landlord may have against the Tenant for damages or otherwise. Should the dispute, however, be determined in favour of the Tenant, payments made and received by the Landlord in terms of clause 32.3 shall be on account of the rent payable by the Tenant in terms of this agreement.

32.6. Notwithstanding anything to the contrary contained herein and notwithstanding any receipt given for rent or deposit paid, should the Landlord be unable to give the Tenant occupation of the Premises within seven (7) days of the Commencement Date, for any reason whatsoever, the Tenant shall have no claims for damages or other right of action against the Landlord 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.

33. JURISDICTION

The Tenant hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against him/her by the Landlord in connection with the Lease, notwithstanding that such action or proceedings would otherwise be beyond such jurisdiction without prejudice to the Landlord's right to institute action in the Supreme Court having jurisdiction.

34. SPECIAL CONDITIONS

34.1. The Tenant understands and agrees that he/she has read and understood the Lease, been explained all necessary clauses by the Landlord or Managing Agent, been advised of all his rights in terms of the Lease and all his rights in terms of the relevant sections of the Consumer Protection Act, if applicable, and signs this Lease, freely and voluntarily.

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34.2. This Lease shall be subject to confirmation by the Landlord within fourteen (14) days of signature thereof by the Tenant and the Landlord shall be entitled to withhold such confirmation for any reason whatsoever and without assigning any reason therefore. Should the Landlord fail to sign this agreement within the said period the Tenant shall not have any right to claim existence of a Lease with the Landlord whether oral or otherwise.

The building rules attached hereto marked annexure "1" are deemed to be material terms of this Lease and are provided in accordance with the Rental Housing Act 1999 (as amended) read together with the Gauteng Unfair Practice Regulations, sections 7(e) and 11(1).

THUS DONE AND SIGNED by the TENANT at _____ this _____ day

of _____ 201_____

WITNESS:

1. _____

TENANT

THUS DONE AND SIGNED by the LANDLORD at _____ this _____ day

of _____ 201_____

WITNESS:

1. _____

LANDLORD

(Herein represented by Stepup Property Company (Pty) Ltd as duly authorised Managing Agent on behalf of the Landlord)

ANNEXURE 1 BUILDING RULES

Building rules may be amended from time to time, where considered necessary, at the sole discretion of the Managing Agent, and will replace the rule changed regardless whether same was applicable when signing a lease

PLEASE abide by the following general building rules during your stay in our building:

- I will regularly read all notices on the notice board as important notices are displayed here – failure to do so could result in important communication being missed which the Managing Agent will not be held responsible for;
- I will listen to and respect the building manager and security personnel;
- I will abide by the access control rules of the building and not try to override or manipulate them;
- I will not make disturbing noises at any time of the day, for example loud music;
- I will not overcrowd my unit;
- I will not sublet my unit either fully or partially;
- I will keep my children under supervision at all times and be liable should they cause any damage;
- If I am intending to have a visitor stay with me, I will seek permission from the Managing Agent by following their visitor (sleepover) process;
- I will not smoke in the building.
- I will keep my unit clean and smelling nice;
- I will keep the laundry room clean and not abuse the washing equipment
- I will take by black bags to the rubbish bins and put it in the rubbish bins
- I will not run a business, trade or conduct any illegal activities from my unit or the surrounding area;
- I will make sure that I do not litter or create a mess in the common areas, and if I do make a mess I will clean it immediately;
- I will not leave my rubbish in the common areas e.g. passage, staircases, court yard, or parking bay and will put my rubbish in the dustbins provided;
- I will not urinate/defecate from my balcony or in any common areas;
- I will not hang anything over or on the balconies, especially laundry and I will not throw litter over the balcony or out my window;
- I will keep my unit in its original condition i.e. the way it was given to me;
- I will not make alterations to my unit;
- I will not damage anything on the property e.g. post-boxes, window frames, garden, roads, fences, electricity or water meters, sewer pipes;
- I will not damage my neighbours' property e.g. bicycles, cars;
- I will not damage the walls of the property e.g. drilling holes, graffiti, or place stickers on any door on the premises, especially not the front door;
- I will not put a satellite dish on the outside of the building;
- I will not try to remove the electricity or water meter seal or tamper with the locks on electrical boxes or the geyser;
- I will only park my car in my own designated parking space;
- I will show respect for my neighbours, even if they do things differently to me;
- If I am planning to be away from my unit for more than two (2) weeks, I will inform the Managing Agent of my absence;
- I will not store or leave any goods in the common areas e.g. corridors and stairs, including bicycles, toys, brooms etc.
- I will not keep a pet on the Premises e.g. cat or dog;
- I will only use the fire hose for emergencies and not for washing my clothes or car;
- I will not use my stove as a heater;

- I will not flush nappies, sanitary towels, newspaper etc. down the toilet as it will cause a blockage that I will have to pay for;
- I will not put tea leaves, rice, mealie rice, fatty substances and other pot scrapings down the sink as it may cause a blockage that I will have to pay for;
- I will only get a qualified person to connect electrical appliances in my unit;
- I will not use any faulty appliances in my unit that could damage the electrical supply;
- I will always report my problems to the building manager and/or the Managing Agent;
- I am aware that these building rules apply equally to persons who stay with me or any of my visitors;
- If I discover anyone breaking the house rules, I will report them to the building manager and/or the Managing Agent.

This is to certify that I have read and understood the building rules, and that I agree to abide by said rules at all times.

Tenant's Signature: _____

Date: _____

sample