

CONTRACT OF LEASE BETWEEN:

Nokuthula Sibusiso Mayaba
SA I.D. No: 9209151687082

(Landlord)

AND

1. FULL NAME:

I.D/PASSPORT. NO.

(Tenant)

IN RESPECT OF THE PROPERTY:

3019 Blackbrick
25 Fredman
Drive
Sandown
Johannesb
urg
2196
South Africa

1. The Landlord hereby lets, and the Tenant(s) hires this premises:

A **furnished one bedroom, one bathroom studio apartment** situated at 3019 Blackbrick, 25 Fredman Drive, Sandown, for up to **two people only**.

2. The tenancy shall be for a period of **twelve (12)** months, commencing on the **first (1st) day of January 2023** and terminating on the **thirty-first (31st) day of December 2023**.

The rent shall be the sum of **R10000** payable monthly on the **first (1st) day of the month**, failing which the Landlord shall have the right to cancel this contract forthwith at her discretion and enter into possession of the property hereby let. Notwithstanding the above, any increase of rent or rent granted in terms of the Rents Act shall be payable by the Tenant(s) from the date on which such determination is applicable, whether or not the landlord has claimed the correct rental timeously. **If the rental is received after the 1st of the month without prior written warning, the landlord reserves the right to charge an interest fee of R250-00 for the additional administration costs involved, which amount will be deducted off the deposit on termination of the contract.**

3. **PAYMENT.** The Tenant(s) shall deposit the rental into **NS Mayaba's** banking account, the details being:

First National Bank
Branch: 250 655
Account No: 6282 9650 961
Swift Code: FIRNZAJJ
Country: South Africa

Proof of payment shall be emailed to **tnmayaba@gmail.com** with **"3019BB RENT"** as the 'beneficiary reference'.

4. **RENEWAL OF LEASE.** The Tenant(s) shall be entitled to renew this contract for a further period of **X months** (as agreed upon with the landlord) on the same terms as are set out in this agreement conditional upon the Tenant(s) having properly fulfilled all the Tenant(s)'s obligations under this lease. If the Tenant(s) wishes to exercise this right of renewal, he/she shall do so by delivering notice in writing to the Landlord on or before the **thirty-first (31st) day of October 2023**. The rent shall escalate annually, by 5 per cent (max) per annum, the first increase being implemented on the **first (1st) day of March 2024**.
5. **TERMINATION OF LEASE.** Should either party to this agreement wish to terminate it at the expiration of this Lease, he/she shall give **ONE clear calendar months' notice** to do so, otherwise the tenancy shall be continued on a monthly basis on the same terms and conditions. Such

notice shall be served by the Tenant(s) or the Landlord in writing. The Tenant(s) shall vacate the premises before 12 noon on the last day of the notice period.

6. **DEPOSIT.** A deposit in the sum of **R10000** shall be paid at the signing of this lease in respect of damage to the premises, loss of keys, and outstanding rental and accounts. Such deposit at the discretion of the Landlord becomes forfeit in the case of breach of contract by the Tenant(s). The deposit shall be returned at the end of the occupancy of the premises subject to all outstanding accounts related to the premises let having been paid, and after inspection of the premises by the Landlord, his/her Agent or the new Tenant(s). In the event of damage, destruction or loss to the said property, such monies as are deemed necessary to restore the property to a condition acceptable to the Landlord may be withheld. **The Tenant(s) is not permitted to deduct the deposit from the rental due for the final, or any other month.** The Landlord reserves the right to call for an additional deposit to bring the total deposit into line with the monthly rental at any time. Any Tenant(s) renewing his/her contract shall pay the difference between the current deposit and the new deposit amount.

7. **WATER, ELECTRICITY AND REFUSE. Water, electricity and refuse at the property is supplied by means of a prepaid meter app. The cost of which will be included in the rental amount.** The property shall supply a refuse bin as approved by the City Council/ Local municipality. The property maintenance teams shall maintain this refuse bin during the period of tenancy.

8. **MAINTENANCE.** The Tenant(s) shall maintain and keep in good repair and condition the inside of the premises and its appurtenance, which shall include all electrical installations, wall plugs, light points, light shades, windows, window catches, water taps, pipes, door handles, door locks, floor or fitted carpets and sanitary appliances, etc. He/she shall keep the drain free of obstruction. At the expiration of his/her tenancy, the Tenant(s) shall re-deliver the premises, its contents and appurtenance to the Landlord in a good clean order and condition and shall at his/her own cost and charge replace any of the aforementioned articles which may be missing, damaged or broken. If, during the currency of the tenancy any repairs or repainting have to be effected to any portion of the inside of the said premises or to any appurtenance contained therein or any replacements have to be made, it shall be obligatory for the Tenant(s) to bear the cost thereof. The Landlord reserves the right to effect such repairs or repainting at the expense of the Tenant(s) and to reclaim the cost thereof. The Tenant(s) shall be liable for all damage caused by neglect or omission of himself, his/her family, servants and visitors. No alterations to colour scheme, or additions or improvements to the leased premises whether structural or otherwise shall be effected by the Tenant(s) without consent in writing of the Landlord. No carpets shall be fitted without consent in writing of the Landlord. Under no circumstances shall the Landlord be liable to

compensate the Tenant(s) for any alterations, repairs, improvements or additions to the leased premises, without consent in writing prior to carrying out any alterations, repairs, improvements or additions. The Landlord shall keep the outside of the property in good repair. The Tenant(s) shall be responsible for the care and maintenance of the garden and grounds. Should the Tenant(s) fail to comply with this condition the Landlord shall have the right from time to time to employ a gardening contractor to give effect to these provisions at the expense of the Tenant(s).

9. **DESTRUCTION OF PREMISES.** If the premises or any building of which they form part are destroyed by fire, or the elements, or by any means whatever, with the result that the premises or such building is rendered unfit for occupation, then the tenancy shall terminate upon the happening of that event, and rent shall be payable up to the date. Neither party shall have any claim against the other in respect of such premature termination of the tenancy unless such destruction is due to some act of negligence on the part of the Tenant(s) or any person under his/her authority, in which case the Landlord shall, notwithstanding anything to the contrary aforesaid, be entitled to all his/her rights under this Lease and at common law. If the destruction is not sufficiently serious to prevent beneficial occupation of the premises, or any building of which they may form a part, the necessary repairs shall be expeditiously effected and the Tenant(s) shall not have claim against the Landlord for any loss or inconvenience suffered by the Tenant(s) in consequence thereof. The Landlord shall not be responsible for any loss or damage caused to any goods used or stored in the premises hereby let however any such damage or loss shall have been caused. The Landlord shall not be liable for injury to the Tenant(s) or his/her servants, clients or visitors whilst on the premises irrespective of the cause of such injury.
10. **GOODS ON THE PROPERTY.** All goods brought onto the premises by the Tenant(s) shall be at the sole risk of the Tenant(s) without the Landlord incurring any responsibility relating thereto. The Landlord shall not be liable for any loss sustained by the Tenant(s) by reason of burglary or fire on the property or for any damage suffered by the Tenant(s) as a result of any act or omission on the part of the Landlord as a result of any defect in the property. All goods received on occupation of the property, as per attached inventory list, shall be the responsibility of the Landlord for the tenancy period, and shall be returned to the Landlord on termination of the lease. The goods shall be returned in the same order and condition, fair wear and tear excluded.
11. **DEFECTS.** The Tenant(s) shall within seven days of commencement of this lease notify the Landlord in writing of any defects on the property, and the Tenant(s) shall be deemed to have received the property in good condition except for any defects notified. The purpose of such notification is to have a record of the condition of the property at the commencement of the lease. The notification shall not be construed as imposing an obligation on

the Landlord to remedy the defects notified since the property has been let in the condition in which it stands.

12. **ACCESS TO PREMISES.** The Landlord, his/her Agents, intending purchasers or prospective tenants shall have the right of inspection at all times and the Landlord shall have the right without compensation to the Tenant(s) to suspend the operation of any services upon which repairs are being affected, and the Landlord's workmen the right of access during working hours for the purpose of effecting repairs. The Tenant(s) shall at all times during the last two months of his/her tenancy allow prospective tenants to view the premises.
13. **RESTRICTIONS ON USE OF PREMISES.** No external T.V, radio or other aerials may be fixed to the building without the owner's written permission. The Tenant(s) shall not use or permit the premises hereby leased to be used for any illegal or improper purposes, nor shall the Tenant(s) or his/her servants and/or employees permit any act or anything which may be or become any annoyance or cause damage or disturbance to the Landlord or the occupiers of adjoining premises, nor shall the Tenant(s) do anything that may endanger or damage the building of the Landlord or any part thereof. The Tenant(s) shall duly observe all Municipal and Government laws, rules and regulations and all third party rights in respect of the premises. The Tenant(s) shall not permit anything to be done to the building nor bring, or keep anything therein which will increase the rate of or affect fire insurance on the building or property kept therein. No sign, advertisement or notice shall be painted, affixed or hung upon any part of the premises without the written approval of the Landlord. No auction sales shall be held on the premises without the written consent of the Landlord or his/her Agents. **The premises shall be used as a private residence only and no other activity may be conducted therein without written consent of the Landlord.**

Rules for the Property include:

- No smoking inside the building
- Added picture frames and nails on the walls only allowed with written permission from the landlord
- No loud music/noise after 22h00 on weekdays and 00h00 on weekends - please be considerate of the neighbours.
- Pets not allowed on the property or in the building

14. **BREACH OF CONTRACT.** The Landlord shall not be responsible to the Tenant(s) for the non-observance of the provisions of this Lease by any other tenant. **Any breach by the Tenant(s) of any of the terms or conditions of this Lease shall entitle the Landlord to terminate the Lease forthwith at his discretion.** In the event of such termination, the Tenant(s) shall give up possession immediately as and when required without prejudice to any claim the Landlord may have against the Tenant(s) for rent, damage or otherwise. No concession or any other indulgence that may be granted by

the Landlord to the Tenant(s) whether in respect of time for payment of rental or otherwise in regard to the terms and conditions of this Lease, shall be deemed to be a waiver or estoppel of or effect, prejudice or derogate from the rights of the Landlord under this Lease. In the event of the Landlord deeming it necessary to cancel the Lease in terms of this clause the Tenant(s) shall be responsible for the rent of the premises hereby let until such premises shall have been re-let to another tenant approved by the Landlord.

15. **RATES & TAXES.** The Landlord shall pay all Rates and Taxes which may become due and payable on the said property during the term of this lease, with the exception of any rates specially levied upon tenants.
16. **CLEANING.** The tenant hereby agrees to accept the said premises in its present state of cleanliness. At the end of the tenancy period, the Tenant(s) is responsible for ensuring that the said premises are returned in the same condition. The Landlord reserves the right to charge the Tenant(s) a **R500** minimum cleaning fee if the Landlord has to have the property professionally cleaned.
17. **LEGAL COSTS.** In the event of the Landlord instituting action against the Tenant(s) due to the Tenant(s)'s default in any of his/her obligations in terms of this Lease, the Tenant(s) shall be responsible for all legal costs on an Attorney/Client basis including, but not limited to, the cost of issuing summons, taking judgement, collection commission, correspondence and attendance.

THIS WRITTEN LEASE CONSTITUTES THE ONLY CONTRACT BETWEEN THE LANDLORD AND TENANT(S) IN RESPECT OF THE TENANCY OF THE ABOVE PREMISES. NO VARIATION MAY BE MADE UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES. THE LANDLORD SHALL NOT BE BOUND TO THIS LEASE UNTIL AND UNLESS IT HAS BEEN SIGNED BY HIM/HER OR HIS/HER AGENTS.

Dated at on this day of 20....

..... Tenant

..... Landlord / Authorised Agent

..... Witness

