

ZA-PRres01

Residential lease agreement

[date]

[Lessor's name, ID number ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]

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[names, ID number and postal ■■■■■■■■■■■■■■■■  
■]
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[guarantor name and address]

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[agent's name and address, delete ■■■■■■■■■■  
■■■■]
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It is now agreed as follows:

1. Definitions

[illegible][illegible]

“Reasonable Wear and Tear” means the amount of damage and deterioration that a reasonably careful occupier would cause during the period of his occupation, assuming that the property was used only for the purposes described in this agreement. Where reasonable wear and tear does cause damage of any kind the Lessee must do such

"Term"	a fixed period of [24] months ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■]
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"Rent" means the amount payable by the Lessee, in equal amount regularly to the Lessor for the use of the Property. Also money due by the

“Deposit”

2. Creation and Term of tenancy

- ### 3. Rent and services

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- 3.3 Services shall include:
- 3.3.1 municipal taxes payable on the Property;
 - 3.3.2 electricity, gas, and other ■■■■■■■■■■;
 - 3.3.3 charges for telecommunications and Internet access;
 - 3.3.4 charges for safety and security installations;
 - 3.3.5 sewerage and refuse removal;
 - 3.3.6 [others?]
- 3.4 Except where metered, all other costs payable by the Lessee shall be the proportion calculated as a percentage of ■■■■■■■■■■ ■■■■■■■■■■.
- 3.5 The cost of services shall be paid to the Lessor [monthly], on- - demand. At least once in every [three] months, ■■■■■■■■■■ ■■■■■■■■■■ ■■■■.
- 3.6 Payments for both Rent and services shall be by [direct debit/ bank transfer] ■■■■■■■■■■ ■■■■.

4. Guarantor(s)

The Guarantor agrees:

- 4.1 to indemnify the Lessor against all losses incurred as a result of any failure by the Lessee to comply with any of the terms of ■■■■■■■■■■, ■■■■■■■■■■ ■■■■.
- 4.2 that any variation to the terms of this lease by agreement between the Lessor and the ■■■■■■■■■■ ■■■■;
- 4.3 to indemnify the Lessor against all losses incurred as a result of any failure by the Lessee to comply with the terms of this lease, both during the lease period and any extension of it. Even if the Lessor gives the Lessee extra ■■■■■■■■■■ ■■■■■■■■■■, ■■■■■■■■■■ ■■■■, ■■■■■■■■■■;

- [illegible]

5. The Deposit

- 5.1 The Deposit shall be: R [amount].
- 5.2 The Deposit is paid to the Lessor upon the signing of this agreement and is paid as security for the
.....
- 5.3 The Lessor shall invest the Deposit in an interest --bearing account for the benefit of the Lessee in accordance with the requirements of
..... 50 1999 ,
.....
- 5.4 In particular if any Rent or other sums are not paid within [thirty] days of their due date then the Lessor is
.....
- 5.5 The Lessor shall be entitled to deduct from Deposit any amount payable by the Lessee unpaid and any amount owing by the Lessee for damages suffered by the Lessor, and in the event of such deduction during
..... ,
..... ,
.....

6. Forfeiture of the right to occupy

The Lessor can forfeit the right of the Lessee to occupy the ■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ :

- 6.1 the Rent, or any other sum owing by the Lessee under this agreement, is ■■■■■■■■■■ [21] ■■■■■■■■■■ ; ■■■■
- 6.2 the Lessee has breached any of the terms of this agreement, then the Lessor ■■■■■■■■■■ ; ■■■■

9. Repairs and maintenance

Both parties agree that the Inventory accurately reflects the condition of the items in the Property. Any defect noted at the Property inspection shall be recorded in writing _____ (_____) _____ 2 _____.

The Lessee now promises that he will:

- [illegible]

AND/OR

- 9.3 not redecorate the interior of the Property without the Lessor's written consent .
- 9.4 maintain in full working order all electric and mechanical goods placed in the Property for the joint use of the lessees. The Lessee accepts that this obligation is joint with the Lessor .
- 9.5 not fix pictures to ceilings, walls or any part of the Property .
- 9.6 clean, maintain and keep free from blockages and obstructions all baths, sinks, lavatories, cisterns, toilet, shower, bath, and kitchen sink .
- 9.7 clean the inside and outside of all windows of the Property at least once every eight months .
- 9.8 maintain the garden and keep it neat and tidy and free from weeds, rubbish and debris .
- 9.9 repair any damage to the Property or to the Lessor's fixtures and fittings or the common parts caused by the Lessee or any visitor of the Lessee to the Property and to replace or repair any damaged or missing items .

.....

.

- 9.10 if any item becomes damaged, replace or repair it so that it reflects the condition [\[specified](#) /
.....].

10. Management and use of the Property

The Lessee promises that he will:

- 10.1 use the Property only as a residence and not operate a business at the Property or use,
.....;
- 10.2 not allow any other person to share possession or occupation of
.....;
- 10.3 inform all suppliers of domestic services of his name and address for the payment of bills and will pay all those bills immediately on demand
.....
.....;
- 10.4 pay whatever municipal tax is due in respect of the Property, even if
.....;
- 10.5 not make any alterations, improvements or
.....;
- 10.6 not allow service to the fixed telephone line to be disconnected, but if he does so, -;
- 10.7 not decorate the Property externally;
- 10.8 not change or remove any of the Lessor's installations,,
.....;
- 10.9 not remove from the Property any of the
.....;
- 10.10 not change or install any locks on any doors or windows nor have additional keys made for any
.....;
- 10.11 [ensure that the burglar alarm and fire](#)
.....

- ## 11. Day to day management

[illegible]

- ## 12. Lessor's promises

[illegible]

12.5 be responsible for ensuring that fire ■■■■■■.

13. Lessee's departure

At the end of the lease ■■■■■■:

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13.1 obtain up-to-date bills for all services ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
    ■ ■ ■ ■ ■ ■ ;
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13.2 return all the keys of the ■■■■■■■■■■■■■■■■■■■■;

[illegible]

13.4 pay for and provide receipts for the professional cleaning of the interior
of the ■■■■ (■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■);

[illegible]

13.6 pay for and provide receipts of off-site cleaning ■■■■■■■■■■
■■■■■■■■■■.

14. Inventory Check and Return of Deposit

[illegible]

14.2 The Lessor may take meter readings for gas, ■■■■■■■■■■
■■■■■■■■.

[illegible]

14.4 The Lessor may agree to a deduction from the Deposit of a sum which properly represents the reduction in value or the cost of repair of any item listed on the Inventory which ■■■■■■■■■■ . ■■■■■■■■■■

14.5 In any case, where the Lessor chooses to have an item repaired or replaced, he shall send a copy of the invoice or receipt to the Lessee within **[4 days]** .

14.6 If the Lessee does not agree to a sum claimed but not yet expended, the Lessor must obtain a written quotation .

14.7 The Lessor may then accept the quotation and pay for the work. He must provide copies of the quotation and the subsequent invoice to .

15.1 As an alternative address, the Lessee provides:

[illegible][illegible]

16. Termination and break clause

The Lessee or the Lessor shall have the right to terminate the tenancy at any time from the end of the first six month period by giving to the party not less than two calendar months notice in writing to expire on a rent due ■ ■ ■ ■ . ■

[illegible]

17. Other matters

[illegible][illegible]

17.3 So far as any time, date or period is mentioned in this lease, ■■■■■
■■■■■.

17.4 If any term or provision of this lease is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as removed, changed or reduced, only to the extent minimally necessary to bring it within the law and to prevent it from being void and it shall be .
 ,
 .

[illegible][illegible]

17.7 The rules of law relating to mitigation of loss or damage on breach of a

17.8 So far as the law permits, and unless otherwise stated, this lease does

17.9 The validity, construction and performance of this lease shall be governed by ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

Signed by the Lessor:

Witness name:

Witness address:

Signed by the Lessee:

Witness name:

Witness address:

Signed by the guarantor:

Witness name:

Witness address:

Schedule 1: Inventory

Item	Condition (1 – 10 , 10 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■)	Details about its condition	Current cost to replace or repair (R)
Living room	9	Recently decorated, no chips in paintwork.	
Sofa	8	Small mark on left arm	600
Curtains	9	New	500
Coffee table	7	wobbly leg	200
Kitchen	8	Everything in good working condition but not new	
Waste bin	10	New	30
Fridge	8	Two years old but as new	200
Washing machine	8	Two years old but as new	150
Cutlery set (6 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ , ■ ■ ■ ■)	10	New	30
Window blind	8	Faded	60
Office	6	Not recently ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■	
Desk			
Office chair			
Waste bin			
Curtains			
Master Bedroom			
King bed			
Carpet			

Curtains			
Side tables (x2)			
Rug			
Bedside lamp (x2)			
Bedroom two			
Other			

Signature of Lessor:

Signature of Lessee:

Schedule 2 List of defects (Snag list)

.....

..... :

	DETAILS OF DEFECT	Owner / agent to rectify
1		YES / NO
2		YES / NO
3		YES / NO
4		YES / NO
5		YES / NO
6		YES / NO
7		YES / NO
8		YES / NO
9		YES / NO
10		YES / NO
11		YES / NO
12		YES / NO

Lessor

[Signature]

[Print name]

Lessee

[Signature]

[Print name]

Explanatory notes:

Residential lease agreement

General notes:

1. This agreement

[illegible]

2. Who is the lessee?

[illegible]

3. The following contain the main legal sources to which you may ■■■■■■
■■■■■■■■■■■.

The Rental Housing Act 1999:

<https://www.gov.za/documents/rental-housing-act>

Consumer Protection Act 2008:

<https://www.gov.za/documents/consumer-protection-act>

Consumer Protection Act 2008 Regulations:

<https://www.gov.za/documents/consumer-protection-act-regulations>

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

We have no comment.

2. Creation and Term of tenancy

In terms of section 14 of the Consumer Protection Act and regulation 5 of the Consumer Protection Act 2008 Regulations, a fixed term lease agreement may not exceed a period of 24 months, unless a longer period is expressly agreed to and the lessor can show a demonstrable benefit for the lessee. The lease should end upon the expiry of its fixed term .

3. Rent and services

[illegible]

4. Guarantor(s)

[illegible]

5. The Deposit

Whether you decide to take a rental deposit or not is your choice. A substantial

6. Forfeiture of the right to occupy

[illegible]

7. Interest on overdue payments

We have no comment.

8. Insurance

Edit as required.

9. Repairs and maintenance

We have no comments

16. Termination and break clause

Lessees can end a fixed-term lease at any time.

17. Other matters

Apart from the _____ , _____
_____ .

A provision for mediation has been included in place of the more usual ■■■
■■■■■■■■■■ . ■■■■■■■■■■ , ■■■■■■■■■■ , ■■■■■■■■■■ ,
■■■■■■■■■■ . ■■■■■■■■■■ . ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■■ .

Schedule 1: Inventory

The “condition” status notes the general cleanliness of the items as well as whether there

The items on the list need to be added to.

.....

.....

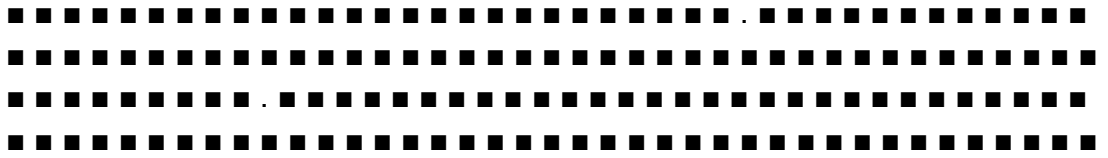
.....

.....

Schedule 2: List of defects (Snag list)

[illegible]

List of defects must be completed by jointly lessor and lessee. Ideally a tour of the property should be undertaken and any faults noted before the



End of notes