Residential lease agreement

This lease is dated: [date]

[Lessor's name, ID number $\blacksquare \blacksquare \blacksquare$] The "Lessor" is:

The "Lessee" is: [names, ID number and postal = = = = = = = = = = = =

■]

The "Guarantor" is: [guarantor name and address]

The "Agent" is: [agent's name and address, delete - - - - - - - - - - - - - -

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It is now agreed as follows:

Definitions 1.

Deminions		
["Property"	means the property of which the house forms part, together with paths, drives entranceway, hall, stairs,	
The "Inventory"	means the list of items in the house, as agreed by both parties and	
"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 ■ ■ ■ ■ ■ ■ ■ ■	

a fixed period of [24] months \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

"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

	Lessee to the Lessor for a proportionate share of council rates due
"Dep	means the deposit which will be paid by the Lessee on or before the date of this agreement against the cost to the Lessor of making
Cre	ation and Term of tenancy
2.1	The Lessor now lets the Property, the Lessee now takes the Property and the Guarantor joins in, for the Term and the Rent,
2.2	In this agreement, a promise by the Lessee not to do something also implies that the Lessee
2.3	If there is more than one Lessee, the term "Lessee" applies to each of them both jointly and individually. Each Lessee enjoys the rights ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Rer	nt and services
3.1	The Rent is: R [amount] per month payable by equal payments in advance according to the method and time agreed, with no deduction or set-off any reason, the first
3.2	Each month [when the Lessor demands payment of Rent], the Lessor shall send a statement to the Lessee • • • • • • • • • • • • • • • • •

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], ondemand. At least once in every [three] months, ••••••••••••••••••••••••••••••••••••	
3.6	Payments for both Rent and services shall be by [direct debit/ bank transfer] • • • • • • • • • • • • • • • • • • •	
Gua	rantor(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	

	4.4	to make payment under this indemnity to the Lessor of such sum as is due by the Lessee but unpaid [14] = = = = = = = = = = = = = = = = = =
	4.5	to use his best endeavours to make good any other default by the Lessee • • • • • • • • • • • • • • • • •
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 interestbearing account for the benefit of the Lessee in accordance with the requirements of 1999, 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.	For	feiture of the right to occupy
	The L	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 $\blacksquare \blacksquare \blacksquare$
	6.2	the Lessee has breached any of the terms of this agreement, then the Lessor

6.3	the Lessee shall be made bankrupt or enter into any form of voluntary
The Lessor can do this by either:	
6.4	serving the appropriate notice and obtaining • • • • • • • • ; •
6.5	re-entering the Property if it is no longer occupied by the Lessee or anyone ••••••••••••••••••••••••••••••••••••
If the ■■■	Lessor exercises this right of forfeiture, he does not
Inte	rest on overdue payments
When the Rent or any other sum due by the Lessee under this agreement is overdue, even if the Lessor has made no demand for it, interest shall be due on the overdue sum from ••••••••••••••••••••••••••••••••••••	
Insu	ırance
8.1	The Lessor agrees to insure the Property and, if he so wishes, the Lessor's fixtures, fittings and effects, against such risks as are normally covered by
8.2	The personal effects of the Lessee will not \blacksquare
8.3	The Lessee shall not (nor allow others to) do anything that could
8.4	The Lessee shall be responsible to insure against occupiers liability in respect of

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 ••••••••••••••••••••••••••••••••••••		
The L	essee now promises that he will:	
9.1	keep clean, in good repair and in accordance with the Inventory set out in the \blacksquare	
	9.1.1 the interior of the Property;	
	9.1.2 the carpets, curtains and all other = = = = = = = = = = = = = = = = = = =	
	9.1.3 all fixtures and fittings.	
9.2	keep the interior of the Property	
AND/	OR	
9.3	not redecorate the interior of the Property without the ••••••••••••••••••••••••••••••••••	
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	
	•••.	
9.5	not fix pictures to ceilings, walls or	
9.6	clean, maintain and keep free from blockages and obstructions all baths, sinks, lavatories, cisterns, ••••, ••••, ••••, •••••	
9.7	clean the inside and outside of all windows of the Property at least once every eight ••••••••••••••••••••••••••••••••••••	
9.8	maintain the garden and keep it neat and tidy and free from \blacksquare \blacksquare \blacksquare , \blacksquare	
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	

9.10 if any item becomes damaged, replace or repair it so that it reflects the]. 10. Management and use of the Property The Lessee promises that he will: use the Property only as a residence and not operate a business at the ----; 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 pay whatever municipal tax is due in respect of the Property, even if not make any alterations, improvements or 10.5 **= =** ; 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; not change or remove any of the Lessor's installations, ■ ■ ■ , ■ ■ 10.8 --------: 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

10.12	notify the Lessor if he intends to leave the Property vacant for a period ■ ■ ■ ■ ■ ■ ■ ■ ■ [21] ■ ■ ■ ■ ■ ■ ;
10.13	whenever the Property is left unattended, the Lessee will fasten all locks to all doors and windows and activate •••••;
10.14	not allow anything unlawful or illegal to be •••••••••••••••••••••••••••••••••••
10.15	notify the Lessor immediately or as soon as reasonably possible • • • • • • • • • • • • • • • • • • •
10.16	allow the Lessor, his Agent or contractors access to the Property at reasonable hours during the day, to inspect the condition of the Property or to carry out repairs or other works to the Property or to any other part of the Property.
10.17	allow the Lessor to fix and maintain a "For sale" or "To let" = = = = = = = ;
10.18	allow the Lessor or his Agent access to the Property at reasonable hours during the final [28 days] of the tenancy, to show ••••••••••••••••••••••••••••••••••••
Day	to day management
	to day management essee promises that he will:
The L	essee promises that he will: maintain and keep in good order white goods such as a refrigerator •••••••••••••••••••••••••••••••••••
The L	essee promises that he will: maintain and keep in good order white goods such as a refrigerator

11.5	any defect in any
11.6	not keep or allow pets of any kind in $\blacksquare \blacksquare \blacksquare$
11.7	not to keep any caravan, boat, trailer or similar • • • • • • • • • • • • • • • • • • •
11.8	not allow the noise or operation of any soundproducing (including musical) instruments or device which may be heard outside of •••••••••••••••••••••••••••••••••••
11.9	not hang or allow to be hung any clothes or other articles • • • • • • • • • • • • • • • • • • •
11.10	not erect any television aerial or satellite dish or apparatus on the exterior of the Property,
11.11	not cause nuisance or annoyance to the Lessor, $\blacksquare \blacksquare \blacksquare$
11.12	forward immediately to the Lessor any correspondence addressed to either of them which is delivered to or left at the ••••••••••••••••••••••••••••••••••
Less	sor's promises
The L	essor now promises that he will:
12.1	comply with all of his statutory obligations;
12.2	return to the Lessee any portion of Rent paid for any period that the Property cannot be inhabited as a result •••••;
12.3	not interrupt or interfere with the Lessee's right to quiet possession and enjoyment of the Property (provided the Lessee pays the
	= = =) ;
12.4	be responsible for ensuring that burglar = = = = = = = = = = = = = = = = = = =

	_		
13.	Les	Lessee's departure	
	At the	e end of the lease	
	13.1	obtain up-to-date bills for all services • • • • • • • • • • • • • • • • • • •	
	13.2	return all the keys of the	
	13.3	remove all furniture owned by the Lessee, and all personal effects and rubbish and leave the Property and the Lessor's fixtures and fittings in the same condition and state	
		;	
	13.4	pay for and provide receipts for the professional cleaning of the interior of the *** (**** ***	
	13.5	pay for and provide receipts for the laundering of all linen and bedding steam cleaning of •••••;	
	13.6	pay for and provide receipts of off-site cleaning •••••••••••••••••••••••••••••••••••	
14.	Inve	entory Check and Return of Deposit	
	14.1	The Inventory including Lessors' personal possessions in the Property will be prepared by Lessee and •••••••••••••••••••••••••••••••••••	
	14.2	The Lessor may take meter readings for gas,	
	14.3	Within 14 days of the Lessor becoming aware that the Lessee has vacated the Property,	
	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	

12.5 be responsible for ensuring that fire $\blacksquare \blacksquare \blacksquare$.

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
447	
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
Noti	ces
15.1	As an alternative address, the Lessee provides:
	[address given by Lessee]
15.2	Any communication to the Lessee shall satisfy any legal requirement if sent by post either to the address of the Property while this agreement operates,
15.3	Any communication to be served on either of the parties by the other shall be delivered by hand or sent ** ** ** ** ** ** ** ** ** ** **
	It shall be deemed to have been delivered:
	if delivered by hand: on ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
	if sent by post to the correct address: ■ ■ ■ ■ 72 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	•••

16. Termination and break clause

time f than t	essee or the Lessor shall have the right to terminate the tenancy at any rom the end of the first six month period by giving to the party not less wo calendar months notice in writing to expire on a rent due
Oth	er matters
17.1	The schedules, if any, to this lease are part of the agreement
17.2	No amendment or variation to this lease agreement is valid unless in writing, signed by •••••••••••••••••••••••••••••••••••
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
17.5	The Lessee is not to be entitled to the benefit of any right or agreement or condition entered into by any Lessee
17.6	No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate
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	he Lessor:		
Witness nam	Witness name:		
Witness add	ress:		
Signed by the	ne Lessee:		
Witness nam	Witness name:		
Witness add	ress:		
Signed by th	e guarantor:		
Witness nam	ne:		
Witness add	ress:		

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 Lesso	r:
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Signature of Lessee:

Schedule 2 List of defects (Snag list)

			1																					I		ı					

-------:

	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
<u> </u>		

Lessor

[Signature] [Print name]

Lessee

[Signature] [Print name]

Explanatory notes:

Residential lease agreement

General notes:

1. This agreement

This agreement has been drawn to protect the lessor as far as possible. However, that is relative. Residential tenancy is fraught with problems. If you go to court on the strength of an agreement which appears to disadvantage the lessee, it is certain that the judge will rule against you.

2. Who is the lessee?

The "Lessee" is referred to in the masculine singular for convenience. There is no reason in law why you should not change every single reference to the plural if you so require,

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
	Edit freely to comply with whatever
4.	Guarantor(s)
	Explanation and formal agreement. We suggest do
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
	This is to inform your lessee. The agreement of either party ••••••••••••••••••••••••••••••••••••
7.	Interest on overdue payments
	We have no comment.
8.	Insurance
	Edit as required.

Repairs and maintenance

All repairs are the lessor's responsibility, but if the lessee caused the ■ ■ ■ ,
Management and use of the Property
We have no comment.
Day to day management
We have no comment.
Lessor's promises
Lessors must be aware of the strict legal requirements and their consequent strict responsibility for the safe installation and maintenance of gas appliances, flues, meters and pipes etc. Lessor keeps
Lessee's departure
hasa = = = = = = = = = = = = = = = = = =
These = = = = = = = = = = = = = = = = = =
Inventory and return of deposit
Inventory and return of deposit The procedure with regard to the inventory is a matter for the lessor's convenience. On the expiration of the lease, the lessor may apply such deposit
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11.

12.

13.

14.

15.

Notices

We have no comments

16.	Termination and break clause
	Lessees can end a fixed-term lease at any

17.	Other matters
	Apart from the
	A provision for mediation has been included in place of the more usual , , , , , , , , , , , , , , , , , , ,
Sche	dule 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.
	••••••
Sche	dule 2: List of defects (Snag list)
	Before moving into a rental property,
	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