

LEASE AGREEMENT FOR A RESIDENTIAL PROPERTY

The Landlord and the Tenant agree to be bound by the terms of the Schedule below ("**the Schedule**") and the General Terms and Conditions of Lease attached hereto.

All annexures to this Lease Agreement shall be deemed to be incorporated in and form part hereof.

THE SCHEDULE

1. THE PREMISES

Property Address: **No 75 ST SWITHINS AVENUE, MELVILLE, AUCKLAND PARK, JOHANNESBURG.**

2. THE LANDLORD

Full Name: **ITASHINDA (PTY) LTD**

Registration Number: **2017/275862/07**

3. THE TENANT(ROOM 1)

Full Name: _____

Identity / Passport / Registration Number: _____

4. DURATION

This lease period shall be **2 (Two)** months.

This lease will commence on _____ / _____ / _____ (the commencement date).

This lease will terminate on _____ / _____ / _____ (the expiry date).

5. RENTAL

The initial Rental payable for the premises will be: **R4 300.00 (Four Thousand, Three Hundred Rand)**, per month.

6. DEPOSIT

The Deposit payable in terms of the lease shall be as follows:

Rental Deposit: **R4 300.00 (Four Thousand, Three Hundred Rand)**

Total Deposit: R4 750.00 (Four Thousand Rand)



7. LANDLORDS BANK DETAILS

Account name: _____
 Bank: _____
 Account No: _____
 Branch Code: _____

8. INGOING INSPECTION DATE

The parties agree to conduct a joint inspection of the Premises on: _____
 (This date must be on or before the Tenant takes occupation of the Premises).

9. GENERAL

9.1 The Tenant was introduced to the Premises as a result of direct marketing. YES
 NO

9.2 The maximum number of occupants permitted to reside on the Premises is: _____

10. ANNEXURES

The following Annexures are applicable to this Agreement: The General Terms and Conditions of Lease marked Annexure "A" Code of Conduct for tenants marked Annexure "B" and a Deed of Surety marked Annexure "C".

11. IRREVOCABILITY OF OFFER TO RENT

This offer to lease is irrevocable and may not be withdrawn until 22h00 on _____ 20 _____ (whereafter it shall have lapsed) and is binding upon acceptance at any time prior thereto irrespective of notification of acceptance to the Tenant. Any counter offer made by the Landlord shall not be deemed to be a refusal of this offer and this offer shall remain irrevocable until the expiry period stated above.

SIGNED at _____ on this ____ day of _____ 2020 in the presence of the undersigned witnesses

Witnesses:

1 _____

2 _____

(Signatures of witnesses)

← Landlord

(Signature of Landlord)

The Tenant warrants that this agreement is written in plain and understandable language and that he has had adequate time to read and understand this agreement. (TICK BOX IF IN AGREEMENT)

SIGNED at _____ on this ____ day of _____ 2020 in the presence of the undersigned witnesses

Witnesses:

1 _____

2 _____

(Signatures of witnesses)

← Tenant

(Signature of Tenant)

Annexure A

GENERAL TERMS & CONDITIONS OF LEASE**1 CONSUMER PROTECTION ACT NOTICE**

1.1 This Lease Agreement shall be subject to the CPA if the following below criteria are met:

- 1.1.1 the period is for a fixed term;
- 1.1.2 the Landlord and Tenant are both not Juristic persons;
- 1.1.3 the Landlord is leasing the premises in the ordinary course of the Landlord's business;
- 1.1.4 the Tenant is not a juristic person with an annual turnover or asset value of over R2, 000, 000.00.

2 LEASE

The Landlord leases the Premises to the Tenant together with the dwelling and outbuildings including fixtures and fittings on the terms and conditions set out in this Lease.

3 DIRECT MARKETING AND COOLING OFF

3.1 Should the CPA be applicable and this agreement have been concluded as a result of direct marketing, the Tenant may cancel this agreement by providing the Landlord written notice to that effect within 5 business days after this agreement has been entered into.

4 DURATION

4.1 The lease shall be for the lease period as set out in the Schedule.

4.2 Should the Landlord fail to provide vacant occupation of the Premises on the commencement date for any reason other than his gross negligence, the Landlord will not be liable for any damages suffered by the Tenant.

**5 REVOCABLE RIGHT OF RENEWAL**

5.1 Provided the Tenant is not in breach of any provision herein, he is granted a revocable right to renew this agreement on the same terms and conditions in this agreement by way of **1 (One)** month notice before the termination date.

5.2 The Landlord may at any time prior to the Tenant exercising the option, revoke same by way of written notice to the Tenant.

5.3 Should the Tenant's right to renew not have been revoked, he may exercise his right by giving written notice to the Landlord at any time prior to 40 days before the expiry date of this agreement, failing which the right to renew shall lapse. In the event of the right to renew not being exercised, this agreement shall, subject to clause 5.4 and 6 below, terminate on the expiry date.

5.4 If upon expiration of the lease the Tenant remains in the Premises with the express consent of the Landlord, the parties are deemed, to have entered into a month to month lease, on the same terms and conditions contained herein. At least 1 calendar month written notice must be given by either party to terminate the lease agreement.

6 TERMINATION OF AGREEMENT UPON EXPIRY OF FIXED PERIOD

6.1 This clause shall apply in the event of the CPA being applicable to this lease and is subject to the Tenant not having exercised the revocable right to renew in clause 5 of this agreement, alternatively subject to the aforesaid right not having been revoked by the Landlord.

6.2 Between 40 and 80 days prior to the expiry date, the Landlord may provide the Tenant with written notice setting out one of the following options:

- 6.2.1 Confirmation of the expiry date and notice that the Landlord does not wish to renew the lease and that the Tenant must vacate the Premises on the expiry date;

6.2.2 Any material changes that will apply to an extension of the lease agreement between the parties should both parties wish this agreement to be extended past the expiry date; or

6.2.3 That should the Tenant wish to remain in occupation of the Property it shall be on a month to month basis after the expiry date and any further material changes that will apply to this extension.

6.3 The Tenant is obliged to inform the Landlord within 10 days of receipt of the notice whether he accepts the new terms proposed by the Landlord or wishes to vacate the Property on the expiry date.

6.4 Should the Tenant not respond as per clause 6.3 it shall be deemed that the Tenant wishes to continue the Agreement on the new terms proposed by the Landlord on a month to month basis.

7 **RENTAL**

7.1 The initial amount of rental payable is as set out in the Schedule.

7.2 All rentals payable in terms of this lease are payable in advance on the first day of each month without any deduction or set-off directly into the Landlord's banking account as set out in the Schedule.

7.3 The Landlord must furnish the Tenant with a monthly statement showing all charges and receipts.

7.4 The rental in terms of this agreement shall increase after every 12 months at a rate of 10 %.

7.5 The Tenant shall pay a late payment fee of **R500.00 (Five Hundred Rand)** on rentals received after the 7th day of a month.

7.6 The Tenant will be liable for interest on overdue amounts payable in terms of this agreement at the rate of 15,5% from the date that such amounts became due until they are paid.

7.7 Payments received will first be allocated to legal costs and interest and thereafter to outstanding rental.

7.8 The Tenant acknowledges that cash payments, shall be liable for cash handling fees that may be incurred.

8 **DEPOSIT**

8.1 Immediately upon entering into this agreement the Tenant shall pay to the Landlord the deposit as set out in the Schedule and the first month's rental.

8.2 Should the Tenant fail to pay the deposit and first month's rent, the Tenant will not be allowed access to the Premises until the deposit and rental has been paid to the Landlord. The Landlord shall be entitled to immediately cancel this agreement by delivering a notice to that effect to the Tenant.

8.3 The Landlord is obliged to invest an amount equal to the deposit in an interest bearing account.

8.4 The Tenant may not under any circumstance withhold payment of the rent or any portion thereof for the final month and set off such rent against the deposit paid by the Tenant.

8.5 If during this agreement the rental increases, or a portion of the deposit is utilised pursuant to the terms of this agreement, the Landlord shall be entitled to request that the Tenant top up the original deposit.

8.6 Nothing contained in this agreement shall be deemed to limit the amount which the Landlord may be entitled to recover from the Tenant.

8.7 The deposit shall be refunded to the Tenant in accordance with the provisions of the Rental Housing Act 50 of 1999.

9 **DEFECTS, INSPECTION AND RETURN OF DEPOSIT**

9.1 In accordance with section 5 (3) (e) of the Rental Housing Act 50 of 1999, the parties or their representatives must jointly, prior to the Tenant taking occupation of the Premises, inspect the Premises in order to:

9.1.1 list all material defects to the Premises (that may make the Premises uninhabitable);

9.1.2 indicate on such list the existence of any defects or damage therein merely to record same; and

9.1.3 attach such list to this agreement. Any items internally or externally on the Premises which are not listed on the list set out above are acknowledged by the parties to be in good working order and condition.

9.2 At the expiration of this lease the parties or their representatives must arrange a joint inspection of the Premises within 3 days prior to such expiration in order to determine if there was any damage caused to the Premises during the Tenant's occupation thereof.

- 9.3 On the expiration of the lease agreement, the Landlord may use such deposit and interest towards the payment of amounts for which the Tenant is liable in terms of this agreement including the reasonable cost of repairing damage to the Premises during the lease period and the cost of replacing lost keys.
- 9.4 The balance of the deposit and interest, if any, must be refunded to the Tenant by the Landlord not later than 14 days after restoration of the Premises to the Landlord as per section 5 of the Rental Housing Act 50 of 1999.
- 9.5 Should no amounts be due and owing to the Landlord in terms of the lease, the deposit, together with the accrued interest, must be refunded by the Landlord, without any deduction or set-off, within 7 days of expiration of this lease.
- 9.6 Failure by the Landlord to inspect the Premises in the presence of the Tenant as contemplated in clause 9.1 or 9.2 above is deemed to be an acknowledgement by the Landlord that the Premises are in a good and proper state of repair, and the Landlord will have no further claim against the Tenant who must then be refunded, in terms of this clause, the full deposit plus interest by the Landlord.
- 9.7 Should the Tenant fail to respond to the Landlord's request for an out-going inspection as contemplated in clause 9.2, the Landlord must, on expiration of the lease, inspect the Premises within 7 days from the expiration of the agreement in order to assess any damages or loss which occurred during the period of occupation.
- 9.8 The Landlord may in the circumstances contemplated in clause 9.7, without detracting from any other right or remedy of the Landlord, deduct from the Tenant's deposit and interest all amounts for which the Tenant is liable in terms of this agreement including the reasonable cost of repairing damage to the Premises and the cost of replacing lost keys.
- 9.9 The balance of the deposit and interest, if any, after deduction of the amounts contemplated in paragraphs 9.8, must be refunded to the Tenant by the Landlord not later than 21 days after expiration of the lease.
- 9.10 The relevant receipts which indicate the costs incurred, as contemplated in this clause, must be made available to the Tenant upon request.
- 9.11 Should the Tenant vacate the Premises before expiration of the lease agreement, without notice to the Landlord, the lease is deemed to have expired on the date that the Landlord established that the Tenant had vacated the Premises but in such event the Landlord retains all his or her rights arising from the Tenant's breach of the lease agreement.

10 **RATES AND TAXES/BODY CORPORATE SERVICE CHARGES**

- 10.1 The Landlord shall be liable for the payment of the rates and taxes, body corporate and home owner's association levies (where applicable).
- 10.2 The Landlord shall from commencement date be liable for payment of the charges relating to refuse removal, sewerage service, water, wifi and electricity.

11 **OBLIGATIONS AND RIGHTS OF THE TENANT**

The Tenant:

- 11.1 shall keep the entire Premises in a clean and tidy condition;
- 11.2 shall only use the Premises for residential purposes;
- 11.3 acknowledges that the Premises are let subject to the title deed conditions of the Premises and subject to the town planning scheme and/or regulations of the local government and/or laws, ordinances or regulations of other authorities which may be applicable;
- 11.4 acknowledges that if the Premises forms part of a home owners association, or a share block scheme, or a sectional title scheme per the Sectional Titles Act 95 of 1986, the Premises are let subject to any rules relating to the aforementioned;
- 11.5 shall be liable for fines levied by a body corporate or homeowners if imposed due to the conduct of the Tenant;
- 11.6 shall not cause or permit any nuisance on the Premises;
- 11.7 shall not hang washing on any windows or balconies (in the case of a sectional unit), or do anything else which causes the Premises to appear unsightly;
- 11.8 acknowledges that he has inspected the Premises and has found them suitable for the purpose for which they are let;
- 11.9 shall have no claim against the Landlord if the Premises become unsuitable for the purpose for which they are let, save for instances resulting from gross negligence and/or intentional conduct of the Landlord or a breach of this agreement by the Landlord;

- 11.10 acknowledges that all goods brought onto the Premises by the Tenant are at the risk of the Tenant without the Landlord incurring any responsibility relating thereto save in instances of gross negligence and/or intentional conduct by the Landlord; and
- 11.11 acknowledges that the Landlord shall not be liable for any loss sustained by the Tenant by reason of any burglary or fire or any reason whatsoever on the Premises save in instances of gross negligence and/or intentional conduct by the Landlord.

12 **MAINTENANCE AND REPAIRS TO THE PREMISES**

- 12.1 The Tenant shall be responsible for the care and maintenance of the Premises during the lease period and at expiration date deliver the Premises to the Landlord in the same good order and condition as at the commencement date, fair wear and tear accepted.
- 12.2 Maintenance of the Premises shall include but not be restricted to the maintenance of all doors, windows, locks, replacement of keys, remote controls, electric light fittings and connections, taps, drains, gutters, sewerage and other fixtures, fittings, furnishings or equipment on the Premises.
- 12.3 The Tenant shall repair at the Tenant's own cost any damage or breakages as and when such damage or breakages occur, save insofar as such damage or breakages result from the grossly negligent / intentional conduct of the Landlord.
- 12.4 The Landlord or its representative shall be entitled at any time to repair any damage or breakages and recover the actual costs of doing so from the Tenant.
- 12.5 The Tenant shall take good care of the garden on the Premises (if applicable), including all lawns, plants, shrubs, trees, and hedges, replacing all such as may die or be damaged, carry out any such gardening related activities as may reasonably be required, and supply all substances necessary for these purposes. The Tenant shall not cut down, remove or destroy any trees or shrubs without prior written consent of the Landlord.
- 12.6 In the event of a swimming pool or tennis court or any other amenity being on the Premises the Tenant shall maintain and keep same clean and in proper working order.
- 12.7 The Tenant shall not interfere with the electrical appliances, installation or wiring on the Premises without the Landlord's prior written consent. Any damage in this regard shall immediately be repaired by the Tenant. The Tenant shall at the Tenant's cost keep all such electrical appliances, installations and wiring on the Premises in good order and condition, fair wear and tear accepted.
- 12.8 The Tenant shall have no claim against the Landlord for damages or otherwise arising from the total or partial failure in the supply of electric current, water, gas or other such services, nor shall the Tenant be entitled to any abatement of rent arising from such failure, save insofar as such total or partial failure in supply results from the grossly negligent and/or intentional conduct of the Landlord.
- 12.9 The defect list contained in the annexure to this agreement shall not create an obligation on the Landlord to repair the Premises or the goods concerned, the intention being that such notice will serve only to record the state of repair in which the Tenant took occupation of the Premises and the goods.
- 12.10 The Landlord shall keep the structure of the Premises and exterior walls/roof in good repair, but shall not be liable to the Tenant for any loss/damages whether direct or consequential of whatever nature or cause, which the Tenant may suffer, save for instances resulting from the grossly negligent and/or intentional conduct of the Landlord.
- 12.11 The Landlord shall remedy any major breakdown of any electrical, water or sewerage installation, unless such breakdown was caused by the negligence of the Tenant, in which event the Tenant shall be responsible for the necessary repair and the cost.
- 12.12 It is the obligation and duty of the Tenant to advise the Landlord as to the condition of the Premises and whether there is any maintenance that is required.
- 12.13 Should the Landlord fail to comply with the obligations herein, the Tenant may deliver to the Landlord at the domicilium address a written notice demanding the Landlord effect the necessary repairs to the property within 7 days. Should the Landlord not do so after the expiry of the 7 days, the Tenant may attend to the necessary repairs at the Tenant's own cost and claim reimbursement from the Landlord in the ordinary course, subject to the clause below.
- 12.14 The Tenant shall not be entitled to withhold, delay or set off payment due to the Landlord due to the Premises being in a defective condition or any particular repair not being effected by the Landlord.

- 12.15 If the Premises forms part of a sectional title scheme under the provisions of the Sectional Titles Act 95 of 1986, the Tenant shall not be obliged or entitled to maintain the Premises and/or the goods insofar as the obligation or right to do so is that of the body corporate or the sectional title scheme.

13 **INSURANCE**

- 13.1 The Landlord shall maintain a home owners insurance in respect of the Premises unless the Premises is sectional title and the insurance of the property is the responsibility of the body corporate.
- 13.2 The Tenant is responsible for the insurance of movables in the premises belonging to the Tenant.
- 13.3 The Tenant shall not use or permit the use of any object or carry on or permit the carrying on of any trade or process or keep or permit the keeping of any combustibles or hazardous goods in or on the Premises which may vitiate the Landlord's insurance policy or increase the premium payable.

14 **ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

- 14.1 The Tenant shall not make any alterations, additions or improvements to the Premises or to any installations thereon whether structural or otherwise, or do or permit anything to be done that may damage the Premises, without the Landlord's prior written approval which must be signed by both parties and indicate what improvements, alterations or additions may / may not be removed by the Tenant upon expiry of this agreement.
- 14.2 In the absence of written approval as set out above, any alterations, additions or improvements made by the Tenant shall upon termination or cancellation of this agreement at the Landlord's option either be:
- 14.2.1 removed from the Premises by the Tenant leaving the property in the same condition as it was delivered, or
- 14.2.2 should the Landlord not require the removal thereof, they shall become the property of the Landlord and the Tenant shall be deemed to have waived any claims arising out of same and the Landlord shall not be required to compensate the Tenant in respect thereof.
- 14.3 Should the Tenant fail to comply with a demand in terms of 14.2.1 above, the Landlord shall be entitled, to have the relevant improvement and/or addition removed and to recover the costs thereof from the Tenant.
- 14.4 The Tenant shall not be entitled to be compensated for any improvements made to the Premises.

15 **OCCUPATION**

The Tenant may not without the Landlord's prior written consent, which shall not be unreasonably withheld, allow the Premises to remain unoccupied for any period exceeding 4 weeks.

16 **SUBLETTING AND CESSION**

- 16.1 The Tenant must personally occupy the Premises and may not allow any other person to reside in the Premises during this agreement subject to the below clause.
- 16.2 The Tenant may not cede or assign the rights and obligations of this agreement and may not sublet the Premises without the written permission of the Landlord. The granting or withholding of such permission is at the discretion of the Landlord.

17 **RIGHT OF INSPECTION AND CARRY ON OF WORKS**

The Landlord and/or its representatives may on reasonable notice to the Tenant enter the Premises in order to inspect same or attend to any repairs or maintenance to the Premises.

18 **NEW TENANTS / SALE OF PREMISES**

- 18.1 The Tenant shall allow prospective tenants and/or purchasers to enter and view the Premises during the last two months of the lease period.
- 18.2 If the Landlord sells the Premises before the termination date of this agreement, the Landlord may terminate this agreement by giving the Tenant two months written notice to vacate the Premises.

18.3 If the Landlord sells the Premises, he shall be entitled to cede and assign all the rights and obligations of this agreement to the new owner. The Landlord shall notify the Tenant of the intended change of ownership in writing.

19 **PARTIAL OR TOTAL DESTRUCTION**

19.1 If the Premises are destroyed or so damaged that beneficial occupation is no longer possible, this agreement shall terminate unless the parties agree in writing otherwise.

19.2 If the premises are significantly damaged through no fault of the Tenant, but can still be beneficially occupied, this lease agreement will remain in force and the Landlord shall repair the damage without undue delay. A reduction in rental may be agreed between parties in this circumstance.

20 **DEFAULT AND CANCELLATION**

20.1 In the event of a party breaching the terms of this agreement and thereafter failing to remedy its breach:

20.1.1 within 7 days after receipt of written notice from the other party calling upon him to rectify such breach, the other party shall be entitled to claim damages from the defaulting party in terms of this agreement, this includes either parties right to bring the claim before an applicable court;

20.1.2 furthermore, should the defaulting party fail to remedy it's breach within 20 days after receipt of written notice, the other party shall be entitled to cancel this agreement notwithstanding any steps already taken in terms of the other party's enforcement of his rights in terms of this agreement.

20.2 Should this agreement be cancelled for any reason whatsoever, the Tenant and any other person occupying the Premises, shall immediately vacate the Premises.

20.3 Should the Landlord cancel this agreement and the Tenant dispute the right to cancel and remain in occupation of the Premises, the Tenant shall, pending the determination of the dispute, continue to pay all amounts due in terms of this agreement on the due date and the Landlord shall be entitled to accept such payments without prejudice to the Landlord's claim for cancellation of this agreement. Upon the determination of the dispute the payments made in terms of this clause shall be deemed to be amounts paid by the Tenant on account of the holding over.

20.4 If the Consumer Protection Act is applicable to this agreement:

20.4.1 It is recorded that the Tenant is entitled to cancel this agreement upon providing to the Landlord, 20 business days written notice of his intention to cancel this agreement. In the event of this occurrence the Tenant shall be liable to the Landlord for a reasonable cancellation penalty.

20.4.2 The parties hereby agree that a reasonable cancellation penalty shall amount to not less than the agent's commission payable by the Landlord for the remaining months of this agreement that were not realised.

20.4.3 In the event of 21.4.1 above occurring, the Landlord undertakes to take all steps necessary to place a new tenant as soon as possible.

21 **COMPANIES, CLOSE CORPORATIONS AND TRUST**

21.1 If the Tenant is acting on behalf of a trust or a company or close corporation or for a company to be formed, then the signatory to the agreement shall be personally liable as Tenant if:

21.1.1 the company to be formed is not formed within 30 days of acceptance hereof by the Landlord; and/or

21.1.2 the company, trust or close corporation does not adopt or ratify this agreement within 30 days of acceptance and provide a copy of the signed resolution to the Landlord; and/or

21.1.3 If the Tenant is a trust and the signatory does not provide a copy of the trust deed and letters of authority on signature of the agreement.

21.2 The signatory on behalf of the Tenant binds himself as surety and co-principal debtor, jointly and severally in *solidum* for the due performance of the company, close corporation or trust for its obligations in terms of the lease and undertakes to sign such suretyships or guarantees which may be required by the Landlord.

22 **LEGAL PROCEEDINGS**

The defaulting party undertakes to pay on demand all expenses which the other party may incur arising out of any default, including tracing costs, collection commission at the ruling rate and all costs on the scale as between attorney and client. The unsuccessful party shall be fully liable for any costs relating to any Rental Housing Tribunal hearing or order.

23 **FURNISHED PREMISES (WHERE APPLICABLE)**

- 23.1 The Premises let are furnished by the Landlord.
- 23.2 The Landlord will furnish the Tenant with a comprehensive inventory list of furnishings in the Premises prior to occupation.
- 23.3 The Tenant must within 14 days after occupation sign and submit the inventory list to the Landlord noting anything defective or missing, failing which the inventory shall be deemed to have been handed over in good order.
- 23.4 At the termination of the agreement, the Tenant agrees to return the furnishings as per the inventory list to the Landlord in like condition, fair wear and tear accepted.
- 23.5 The Landlord shall be liable to insure the inventory as per the list and the Tenant agrees not to do anything that may affect the Landlord's insurance policy for the aforementioned items.

24 **FURTHER CONDITIONS**

25 **GENERAL**

- 25.1 The failure of either party to comply with any non-material provision of this lease agreement shall not excuse the other party from performing the obligations hereunder fully and timeously.
- 25.2 This agreement constitutes the whole agreement between the parties and no other agreements, representations or warranties of whatsoever nature have been made by the parties, save as are included herein.
- 25.3 The parties choose as their *domicilia citandi et executandi* (the address for service of documents and legal process) the physical addresses mentioned in the information sheet below. Notice required herein may be served via the e mail address nominated below.
- 25.4 Any notice served by hand shall be deemed to have been received on the day of delivery. Any notice sent by pre-paid registered post to a party's chosen *domicilium* address will be deemed to have been received within 5 days of dispatch of such notice. Any notice sent by way of email shall be deemed to be received on the day of successful transmission to the chosen email address in the schedule, provided that a successful delivery report is obtained for such notice. Notwithstanding anything to the contrary, a written notice or other communication actually received by a party shall be adequate written notice or communication to it notwithstanding that the notice was not sent or delivered to its chosen address.
- 25.5 The Tenant shall be liable for the cost of installation of all telephone lines and or telephones and shall be liable from the date of commencement of the agreement for the rental thereof as well as charges in respect of all calls made, whether or not the charges in respect of such calls are debited to the name of the Landlord.
- 25.6 Should there be more than one Tenant, the Tenants bind themselves, jointly and severally for their obligations in terms hereof.



INFORMATION SHEET – TENANT

FULL NAME: _____

ID / PASSPORT/ REGISTRATION NBR: _____ **EMAIL ADDRESS:** _____

PHYSICAL/POSTAL ADDRESS: _____

CELL NUMBER: _____

INFORMATION SHEET LANDLORD

FULL NAME: ITASHINDA (PTY) LTD

REGISTRATION NUMBER: 2017/275862/07

EMAIL ADDRESS: _____

PHYSICAL/POSTAL ADDRESS: _____

CELL NUMBER: _____



Annexure B

Code of Conduct for tenants of commune

75 St Swithins Avenue, Melville, Auckland Park

1. Management:

The management of the property welcomes all tenants to the commune and wishes them an enjoyable and harmonious stay. To ensure that this is achieved the management has drafted the following rules and code of conduct and it is an expectation of all tenants that they adhere to the rules stipulated below at all times. If a tenant is found to be in breach of this document and its content there shall be penalties meted unto and incurred by the tenant (penalties discussed below). All tenants are required to sign this document at the commencement date of their lease agreement. The signing of this document will not only bind the tenant but also convey their pledge to comply with the content of this document at all times throughout the course of their stay at the commune for as long they remain tenants of the commune. A copy will be furnished to the tenant and they are encouraged to familiarize themselves with the content of this document.

1.1 The functions of management are as follows:

- To look after the interest of the entire property
- To welcome new tenants.
- To deal with all written applications/complaints
- To enforce any rule and where applicable apply penalties and fines should a tenant be deemed to be in breach of a rule.

1.2 Residents are also requested to co-operate with each other and as far as possible settle disputes between themselves. The caretaker will only react when they receive complaints/applications in writing.

1.3 Notifications will be sent to all tenants from time to time, in order to inform them of any and all aspects which may have an impact and be related to their continued residence on the property.

2. Communal property

2.1 The communal property (including driveways, pathways, gardens, post boxes, hallways, main kitchen and the upstairs area) is to be kept neat and tidy at all times. This is inclusive of litter, books, bags, papers and also dirty plates, dirty cutlery and dirty crockery. For assistance, please report all defects to the caretaker.

2.2 No persons is permitted to erect any signs, notice boards, advertisement boards etc. without the written consent of the caretaker.

2.3 A tenant may not store or facilitate the storage of any dangerous and/or illegal substances or take any actions or allow any action to be taken, which may result in the breach of the law of the Republic of South Africa and also which may result in a higher insurance premium of the property as a whole.

Annexure B

- 2.4 A tenant is not permitted to erect his/her own washing line. Furthermore, no clothing whatsoever may be hung out of windows, balconies, landings, outdoor furniture and also any other area from where it may be visible to the general public from outside the tenant's room. Instruction has been given to the caretaker to remove to have such items removed.
- 2.5 No articles may be thrown out of the windows.
- 2.6 No persons are permitted to play any games whatsoever in the passage ways or stairs.
- 2.7 The use of bicycles, rolling blades and also the playing with balls is not permitted on the property.
- 2.8 Alcohol consumption is permitted only in the upstairs area, in the rooms of the tenants and also the outside patio area next to the pool.
- 2.9 No braai's will be allowed without the written permission of the caretaker.

3. Pets

- 3.1 No pets whatsoever shall be permitted on the premises.

4. Refuse removal

- 4.1 Residents must place their refuse in a plastic bag and dispose of the bag in the bin provided in the kitchen. It is the responsibility of the tenant to empty out his/her bin in their respective rooms. No tenant may have a bin that is full of refuse in their room. Refuse may not be left in passages or stairwells.
- 4.2 No refuse or garden refuse may be thrown or dumped anywhere on the communal area of the commune.
- 4.3 Refuse bags are not to be used as seats or toys/objects of entertainment.

5. Vehicles

- 5.1 Tenants are instructed to drive with the utmost caution when entering or leaving the premises.
- 5.2 Residents must be understanding of the manner in which the parking has been designed. Residents must at all times be willing to assist their fellow tenant if one's car is deemed to be causing an obstruction to other tenants and the ease in which they are able to leave as well as gain access to the property.
- 5.3 Parking is designated for tenants only. Visitors are to park outside the property unless permission has been granted by the caretaker.
- 5.4 The management of the property may move any vehicle that has been parked on the communal area without permission. The tenant that facilitated the illegal parking of the vehicle shall be responsible for the cost of the removal of the vehicle.
- 5.5 Tenants will also be held responsible for the removal of any stains or oils that have been excreted by their vehicles.
- 5.6 Residents may not dismantle or do repair work on their vehicles on the property.
- 5.7 Fire hoses may not be used to wash vehicles.

6. Cleaner/Gardener

- 6.1 The gardener/cleaner may not do any private work for residents.
- 6.2 Instruction to the gardener/cleaner will only be given by the caretaker.
- 6.3 Residents are not permitted to borrow any equipment of the complex.

Annexure B

7. Security and visitors

- 7.1 Tenants are to always ensure that unwanted and illegal elements do not enter the property.
- 7.2 All visitors are to be signed in by the tenants in the visitors' book. All visitors enter the property at their own discretion and the management of the property and its owners will not be held liable nor responsible for any harm, theft and injury whatsoever suffered by any visitor whilst on the property.
- 7.3 A single tenant may have a maximum of 2 visitors at any given time on the property. The total number of visitors that all tenants may have on the property at any given is 5.
- 7.4 Tenants are requested to bring the house rules to the attention of their visitors. Any breach of the house rules by a visitor will be deemed to be a breach by the tenant who signed in the visitor in the visitors' book.
- 7.5 Visiting hours are from the following times: 09:00- 23:00 daily.

8. Quiet Time

- 8.1 No disturbance of the peace and unruly behavior will be tolerated. The management has adopted a zero-tolerance policy and will act vigorously against any tenant not adhering to this request. Tenants are requested to respect one another by not making unnecessary noise. Radios and sound systems must at all times be used in such a way that they do not create a disturbance to fellow tenants.

9. Penalties

- 9.1 Penalties for breach of code of conduct (Offences to accumulate if of a similar nature)
 - First offence = verbal warning.
 - Second offence= fine of **R100.00 (R100.00)** and written warning
 - Third offence= final written warning. If third alcohol related offence, the tenant shall be banned from any and all types of alcohol consumption on the property.
 - Any subsequent offence whatsoever after the issuing of a final warning to a tenant shall result in the termination of the tenant's lease agreement with immediate effect.
- 9.2 Damage to property
 - First offence= Fine of **R300.00 (Three Hundred Rand)** and written warning. The tenant shall also be liable for cost of repairs.
 - Second offence- Final written warning. Tenant shall be liable for cost of repairs.
 - Any subsequent offence whatsoever after the issuing of a final warning to a tenant shall result in the termination of the tenant's lease agreement with immediate effect.

By order of the owners and management of the commune

Declaration:

By signing this agreement, I consent and bind myself to abide at all times to the content of this document for as long as I shall remain a tenant of the commune at 75 St Swithins Avenue, Melville, Auckland Park.

Annexure B

For the tenant:

Name: _____

Signature: _____

Date: _____

For management:

Name: _____

Designation: _____

Signature: _____

Date: _____

ADDITIONAL HOUSE RULES AND REGULATIONS FORM

CONSIDERATION FOR OTHERS

- Any and all serious and/or disorderly behaviour that results in the disturbance of others may lead to immediate termination of the Lease Agreement.
 - in such cases the Tenant will be liable for the full charges set out in Lease Agreement.
- Playing of music or other sounds at unreasonable levels and at unreasonable hours is strictly forbidden.
- The Tenant reserves the right to confiscate any music equipment in the event that the Tenant does not adhere to this rule.
 - Such equipment will be returned to the Tenant at the end of each semester.
- Shouting, screaming, calling or talking in a raised voice is not acceptable.
- Parties are strictly prohibited on the property.
- Running in corridors or in any other areas of the house his not permitted.
- Report your disturbances to your Resident Manager.

CARE OF THE BUILDINGS, COMMON AREAS AND ROOMS

- **The Tenant must keep his/her room clean and tidy at all times.** Bed linen should be changed and washed at least once a week. The furniture provided in the Tenant's room may not be removed from the room, or the Premises, without the Resident Manager's prior consent. The full cost of repairing any item of furniture or electrical appliance provided by Landlord will be charged to you with an appropriate administration charge of not less than **R100.00 (One Hundred Rand)**
- Insects and rodents are a health hazard. All food kept in the Tenants room must be stored in suitable containers or wrapped tightly, this prevents insects or rodents from accessing it. Stale, unfinished or waste food must be immediately thrown in the dustbins provided in

the kitchens. Furniture should not be removed from the common areas to the Tenant's rooms. If a Tenant is found to have taken the furniture to their room, they will be issued with a **R300.00 (Three Hundred Rand)** spot fine.

- **All rooms are inspected twice a month.** Any damage found to the room on inspection will be billed directly and become payable immediately. Should the Landlord find that the state of the Tenant's room is such that there may be a potential health hazard, the Tenant will be formally requested to clean their room. Should the Tenant consistently keep their room in such a state, the Landlord will arrange for the room to be cleaned and all costs will be for the Tenant's account.
- The Tenant will ensure that prior to vacating their room, for weekends, vacations or otherwise, that their room is cleaned and that any form of food or drink is stored away or thrown out and that pots, pans, cups and plates are cleaned. The Landlord reserves the right to clean the Tenant's room their absence and hold to hold them liable for any and all costs incurred and associated therewith and the Landlord will not be held responsible for any losses.
- **Cooking of food in the Tenant's room is strictly forbidden.** The Tenant may not under any circumstances remove any microwave ovens or hot-plates supplied from the communal kitchen for cooking in the Tenant's room or otherwise. Clothes or other items may not be hung from the windows of the Premises.
- No posters or other items may be permanently affixed to the walls, windows or furniture of the Tenant's room or any other part of the Premises. It is in the Tenant's best interests to keep the Premises in a clean state, please do not soil, mark, litter or damage the common areas of the Premises. Toilets must not be used for the disposal of any foreign objects, only domestic toilet paper may be flushed down the toilet.

SMOKING, DRUGS AND ALCOHOL

- The Premises is a smoke free building.
- Smoking or taking of drugs is strictly prohibited within your room and in the common areas of the Premises.
- Alcohol consumption and storage of alcohol is allowed in your room or on the Premises. Any abuse of alcohol and any incident, damage to property or disparaging remarks from the neighbors arising from or in connection with the Tenant's use of Alcohol will entitle the Landlord to immediately terminate the Lease Agreement.
- The Tenant will not use, store and sell non-prescription drugs or narcotics in or on the Premises. Should any form of drugs be found on the Tenant or in their room, the Landlord reserve the right to immediately terminate the Lease Agreement and take whatever legal action that may be necessary against the Tenant.

SAFETY

- The Landlord cannot be held responsible for any losses that the Tenant may incur whilst residing on the Premises. In light of this, the Tenant must please keep their room locked at all times and ensure that the windows are fully closed when they are not present in their room. The key for the Tenant's room must never be given or lent to any other person. The Tenant should ensure that there are no key tags or identification that would make it easy to identify the room that the key belongs to.
- It is vital that the Tenant take good care to ensure that they never leave their keys in a place that they could be stolen or lost. The Landlord will not be held responsible for any theft or burglary involving the Tenant's possessions.
- Lost keys lead to the issuing of new keys and the Tenant will be held responsible for the cost of and the issuing of replacement of new keys (approximately **R200.00 (Two**

Hundred Rand) together with an administration charge as a locksmith will be required to be called in.

- Tampering with any security or firefighting equipment is a serious offence and is strictly forbidden. Should the Tenant tamper with the fire equipment in any way whatsoever, the Landlord reserve it's rights not only to have the Tenant arrested but to lay criminal charges against the Tenant.
- The cost of restoring such equipment will be for the Tenant's account (minimum charge of **R500.00 (Five Hundred Rand)** (for tampering with equipment).
- The use of candles, oil lamps, incense or anything that produces a naked flame is a potential fire hazard and is strictly forbidden to be used in the Tenant's room or any other part of the Premises.
- We reserve the right to search bags (yours or your visitors) at any time and confiscate any firearms, weapons, drugs or any other illegal substance.

VISITORS

- Visitors are welcome provided they observe these house rules and the Lease Agreement. No Tenant may have more than **2 (Two)** visitors at any given time. All visitors are required to report to the Resident Manager.
- The Tenant will be required to fetch all visitors from the gate. No visitors are allowed to remain on the Premises without the Tenant's presence. Should the Tenant leave the Premises, the Tenant's visitors must also leave the Premises.
- The Tenant will be wholly responsible for any and all damages caused by their visitor.
- Visitors have access to the Premises from **9h00 to 23h00**.

Annexure B

- Sleeping overnight is not permitted. Should we find that you have granted a visitor the right to sleepover, we will charge you an amount of **R200.00 (Two Hundred Rand)** per visitor per night for the room.
- Management reserves the right to place further restrictions on the access of visitors in the event that utility consumption increases dramatically, visitors' behaviour is inappropriate or the people carrying capacity of the Premise is compromised in any way.
- Each visitor must be personally signed in by the Tenant he or she is visiting.

PREGNANCY

- Should the Tenant fall pregnant, the Tenant will be required to vacate the premises by the 7th month of her pregnancy.

GENERAL

- No slamming of doors or any other unnecessary noise at any will be allowed.
- No hooting or shouting on the street.
- All Tenant's and visitors to park on the Premises and not on the neighbor's property.

Declaration

By signing this agreement, I consent and bind myself to abide at all times to the content of this document for as long as I shall remain a Tenant of the commune at 75 St Swithins Avenue, Melville, Auckland Park.

The Landlord

Signed by:

Title:

Signature:

Date:

The Tenant

Signed by:

Title:

Signature:

Date:

DEED OF SURETYSHIP

entered into by the Parent/Guardian/Guarantor

I/we the undersigned, (full names) _____

(Identity Number) _____
(the Parent/Guardian/Guarantor is hereinafter referred to as "**the Surety**")

Do hereby bind myself/ourselves in favour of:

ITAHSINDA (PTY) LTD

(Registration Number: **2017/275862/07**)

(Hereinafter referred to as "**the Creditor**")

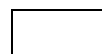
Jointly and severally as surety and guarantor for, and co-principal Debtor/Tenant with:

(Identity Number: _____)
(Hereinafter referred to as "**the Debtor/Tenant**")

as follows:-

1. The Surety hereby binds himself in favour of the Creditor as surety for and co-principal Debtor/Tenant with the Debtor/Tenant for the due performance by the Debtor/Tenant of all of the Debtor/Tenant's obligations in terms of any existing or future contract(s) between the Creditor and the Debtor/Tenants ("**the contracts**").
2. The Surety shall be held liable for the proper and timeous payment by the Debtor/Tenant of all amounts whatever (including all damages of whatever nature and all costs, both as between party and party and as between Attorney and own client) which the Debtor/Tenant may now or in the future owe to the Creditor from whatsoever cause arising (including, but not limited to, any claims which the Creditor may have acquired and may in future acquire against the Debtor/Tenant from any other person, whether by cession or otherwise, and any present or future liability of the Debtor/Tenant to the Creditor as surety and co-principal Debtor/Tenant and/or indemnifier for or with any other person).
3. The Surety remains as surety notwithstanding the fluctuation or temporary extinction of the Debtor/Tenant's indebtedness to the Creditor.
4. The agrees that –
 - 4.1 all admissions or acknowledgements of indebtedness by the Debtor/Tenant bind or shall bind the Surety;
 - 4.2 this suretyship shall be in addition to and not prejudice any other suretyship, guarantee, indemnity or security of whatever nature which the Creditor holds or may obtain from or on behalf of the Creditor;

Initial Here



- 4.3 The Creditor may, in its sole and absolute discretion, without prejudice to any of its rights and without notice to the Surety:-
- 4.3.1 Release any surety, guarantor, indemnifier or security of whatsoever nature given to it by or on behalf of the Debtor/Tenant;
- 4.3.2 grant extensions of time to or compound or make any other arrangements with the Debtor/Tenant in regard to the payment of the Debtor/Tenant's indebtedness or the performance of the Debtor/Tenant's obligations to The Creditor.
- 4.4 The Creditor and the Debtor/Tenant may at all times vary any or all of the terms and conditions of the contracts as they deem fit without prejudice to any of the rights of the Creditor against the Surety, and any such variation(s) shall vary the obligations of the Surety owed to the Creditor accordingly.
- 4.5 The surety shall not be entitled to avail itself of the defense that any debt or obligation of the Debtor/Tenant:
- 4.5.1 has been discharged by set off; or
- 4.5.2 is the subject of a counterclaim available to or pleaded by the Debtor/Tenant;
5. The Surety renounces the benefits of *excussio*, division and cession of action, *non causa debiti*, *errore calculi*, revision of accounts and no value received the full and exact meaning and effect of which the Surety understands and the signatory hereto acknowledges that the liability of the Surety hereunder shall be joint and several;
6. The Surety may not revoke this suretyship without the prior written consent of the Creditor and the Creditor shall, in its discretion, be entitled to make such consent subject to any condition.
7. The liability of the Surety in terms of this suretyship is not subject to any other person (whether named herein or not). The Surety binds himself as surety or guarantor in favour of the Creditor on behalf of the Debtor/Tenant and the omission of any other person to sign this document shall in no way avail the Surety.
8. No variation of this surety shall be of any force or effect unless reduced to writing and signed by the Creditor and the Surety. The Surety shall remain bound by this suretyship until such time as the Creditor has, in writing signed by the Creditor, and released the Surety.
9. No relaxation or indulgence which the Creditor may allow the Debtor/Tenant or the Surety in respect of any of its obligations to the Creditor in terms hereof shall –
- 9.1 Constitute a waiver or novation of any of its rights against the Surety; or
- 9.2 prejudice any of its rights against the Surety; or
- 9.3 be interpreted as a basis for estoppel or as an implied alteration of any of the obligations of the Surety to the Creditor.

10. The Surety chooses domicilium citandi et executandi for all purposes at:

Physical address:

.....
.....
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.....

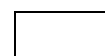
Postal address:

.....
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.....

Facsimile No:

.....

- 10.1 Any notice or legal process to be served on the Surety may be served on the Surety at the address specified above and the Surety hereby chooses that address as its domicilium citandi et executandi for all purposes under this agreement.
 - 10.2 A notice which is sent by prepaid registered post in a correctly addressed envelope to the postal address specified above will be deemed to have been received within 7 (seven) days from the date it was posted.
 - 10.3 A notice which is delivered by hand to a responsible person during ordinary business hours at the above physical address will be deemed to have been received on the day of delivery.
 - 10.4 A facsimile sent to the facsimile number specified above will be deemed to have been received on the first business day after transmission.
11. Each paragraph or clause of these presents is severable the one from the other, and if any paragraph or clause is found to be defective or unenforceable for any reason by any competent Court, the remaining paragraphs or clauses (as the case may be) shall be of full force and effect and shall continue to be of full force and effect.
12. The Creditor shall be entitled, but not obliged to, to institute any proceedings in terms of this suretyship in the Magistrate's Court notwithstanding that such proceedings would otherwise fall beyond the limits of the jurisdiction of that Court. This clause shall be deemed to constitute the required written consent pursuant to the provisions of the Magistrate's Court Act (as may be amended from time to time) but nothing herein contained shall preclude the Creditor from instituting any action in any other Court of competent jurisdiction. Should the Creditor elect to institute legal proceedings in the High Court, the Surety consents to the jurisdiction of the Johannesburg and of the High Court.
13. In the event of the provisional or final liquidation or sequestration or placing under judicial management of the Debtor/Tenant or a compromise between the Debtor/Tenant and all or any class of its creditors –



- 13.1 The Surety shall at the request of the Creditor –
- 13.1.1 cede any claims which the Surety may have against the Debtor/Tenant to the Creditor; and
 - 13.1.2 sign and deliver to the Creditor all documents which, in the opinion of the Creditor, may be necessary to prove the claims referred to in 12.1(a) above;
- 13.2 any dividend received by the Creditor from the Debtor/Tenant shall be applied firstly to pay that part of the Debtor/Tenant's indebtedness to the Creditor which is not covered by this suretyship;
- 13.3 The Creditor may without prejudice to any of its rights under this suretyship-
- 13.3.1 Prove a claim against the Debtor/Tenant for the full amount of the Debtor/Tenant's indebtedness to the Creditor; and also
 - 13.3.2 Recover from the Surety the full amount of the Debtor/Tenant's indebtedness to the Creditor, provided that the Creditor shall account to the Surety for any amount it may receive from the Surety or the Debtor/Tenant in excess of the amount of its claim against the Debtor/Tenant.
14. The Creditor is irrevocably authorised to apply any amounts received from the Surety hereunder against such debt(s) of the Debtor/Tenant as the Creditor may in its discretion think fit.
15. Should the Debtor/Tenant fail to discharge any of its obligations to the Creditor properly and timeously, the Creditor shall be entitled, notwithstanding any agreement to the contrary, to demand immediate performance by the Surety of all the obligations then owing by the Debtor/Tenant to the Creditor.
16. A certificate signed by the Creditor or any officer, manager or director for the time being of the Creditor (whose appointment, authority or qualifications need not be proved) shall be –
- 16.1 prima facie proof of the amount due to the Creditor by either the Debtor/Tenant; or Alternatively, the Surety in terms of this suretyship;
 - 16.2 valid as a liquid document in any Court of competent jurisdiction for the purpose of obtaining provisional sentence or summary judgment against the Surety, and the Surety acknowledges its indebtedness to the Creditor in respect of any amount so certified;
17. The security afforded to the Creditor by this suretyship shall be a continuing covering security and shall remain in force for so long as the Debtor/Tenant remains indebted to the Creditor.
18. Failure by the Creditor to institute or prove a claim against the Debtor/Tenant or its estate shall not prejudice the Creditor's right to recover against the Surety.
19. The Surety warrants that the Surety obtains a benefit by the granting of credit by the Creditor to the Debtor/Tenant.
20. Any signatory hereto, who signs on behalf of the company, expressly and in his personal capacity warrants to the Creditor that such company or close corporation has resolved,

and by its memorandum and articles of association is empowered to give this guarantee and that he is duly authorised to execute this suretyship on behalf of the company.

21. Any discharge, whether complete or partial, given by the Creditor to the Debtor/Tenant will in no way serve to release the Surety, and the Surety shall be liable to the Creditor as if no release had been given by the Creditor to the Debtor/Tenant.
22. The laws of the Republic of South Africa shall in all respects apply to the agreement between the parties, the interpretation thereof and the determination of any disputes relating thereto.
23. A reference to any one gender herein shall include the other gender and the singular shall include the plural and vice versa.
24. In the event of the Creditor instituting any steps against the Surety in connection with this suretyship, the Surety undertakes to be responsible for all costs on a scale of attorney and client and collection commission.

Marital Status of the Surety: _____

If married, please state type of marital contract of the Surety:

THUS DONE AND SIGNED AT _____ on this _____ day of _____ 2020

The Surety

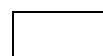
in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____

2. _____

Initial Here



NB: Only Applicable if married in C.O.P / ANC With Accrual

I, _____ married in community of property / ANC With accrual to the Surety, consent, in the presence of the undersigned witnesses, to the Surety binding himself/herself as surety to the Creditor for the Debtor/Tenant and hereby also bind myself jointly and severally with the Creditor.

THUS DONE AND SIGNED AT _____ on this _____ day of _____ 2020

Spouse of the Surety

AS WITNESSES:

1. _____

2. _____

Initial Here

