Residential Lease Agreement

1. Parties and addresses

1.1 Date and parties. This Residential Lease Agreement (the "Lease") is made on **[Date of lease: _____]** between the Landlord and the Tenant named below. Each of them is a "Party" and together they are the "Parties".

1.2 Landlord. [Landlord's full name: _____], identity or registration number [Landlord's identity or registration number: _____] (the "Landlord"), whose address in the Republic of South Africa for formal communication is [Landlord's address in South Africa: _____].

1.3 Tenant. [Full names of every tenant: _____], identity or passport number [Identity or passport numbers of tenants: _____] (the "Tenant"), whose address in the Republic of South Africa for formal communication is [Tenant's address in South Africa: _____]. If more than one person signs as Tenant, the word "Tenant" means each of them and all of them together.

1.4 Property practitioner. The property practitioner or managing agent, if any, is [Property practitioner or agent: _____], Fidelity Fund certificate number [Agent's Fidelity Fund certificate number: _____] (the "Agent"). If no Agent is named, the provisions about the Agent do not apply.

1.5 What the Agent may do. The Landlord authorises the Agent to [What the agent may do: _____]. A notice properly given to the Agent within this authority is notice to the Landlord. The Landlord remains responsible to the Tenant for every obligation of the Landlord, even if the Agent performs it.

1.6 Agent's certificate. If an Agent is named, the Agent will give the Parties a copy of the Agent's valid Fidelity Fund certificate before this Lease is signed. The Landlord alone pays the Agent's letting commission and management fee. The Agent is not entitled to remuneration for a period in which the law does not allow it.

1.7 Authority and capacity. The Landlord states that it owns the Dwelling or is lawfully entitled to let it. Each person who signs for a company, close corporation, trust or other person states that he or she is properly authorised, and will attach proof of that authority when the other Party asks for it.

2. Definitions and interpretation

2.1 Definitions. In this Lease:

(a) "Act" means the Rental Housing Act 50 of 1999, as amended by the Rental Housing Amendment Act 43 of 2007, and includes the regulations that apply under it;

(b) "Business Day" means a day other than a Saturday, a Sunday or an official public holiday in the Republic of South Africa;

(c) "Common Property" means the parts of the Complex that residents share, such as entrances, passages, stairs, lifts, gardens and driveways;

(d) "Complex" means the building, sectional title scheme, estate or other development of which the Dwelling forms part, if any;

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(e) "CPA" means the Consumer Protection Act 68 of 2008 and its regulations;

(f) "Deposit" means the amount stated in Clause 11.1;

(g) "Dwelling" means the home described in Clause 4, together with the furnishings, garage, parking space and storeroom let with it;

(h) "Expiry Date" and "Start Date" mean the dates stated in Clause 5.1;

(i) "House Rules" means the rules attached as Annexure C, including the conduct rules of a body corporate or homeowners' association that apply to the Dwelling;

(j) "PIE Act" means the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act 19 of 1998;

(k) "Rent" means the rent stated in Clause 7, as escalated under that Clause; and

(l) "Tribunal" means the Rental Housing Tribunal that has jurisdiction in the province in which the Dwelling is situated.

2.2 Where the CPA applies. The CPA generally applies if the Landlord lets the Dwelling in the ordinary course of the Landlord's business and the Tenant is a consumer under the CPA. Some Clauses state that they apply where the CPA applies. Other Clauses give the Tenant a similar contractual right in every case. Nothing in this Lease admits that the CPA applies to a Party to whom it does not apply, and nothing in this Lease excludes the CPA where it applies.

2.3 Interpretation. Headings are for convenience. The singular includes the plural. A reference to a law includes its amendments and any law that replaces it. "Writing" includes email and any other recorded data message, unless a Clause requires a signed document. A period of days includes every calendar day, with the first day left out and the last day included, unless the Clause refers to Business Days. "Month" means a calendar month.

2.4 Annexures. The Annexures form part of this Lease. If an Annexure conflicts with a numbered Clause, the Clause prevails, except where the law gives the Annexure greater effect.

3. Statutory protections prevail

3.1 The law prevails. If a term of this Lease conflicts with the Act, the CPA where it applies, or another law that the Parties may not change by agreement, that law prevails and the rest of the Lease continues.

3.2 No waiver of standard provisions. The standard provisions that section 5(3) of the Act reads into every residential lease are included in this Lease. Neither Party waives any of them, and no conduct, indulgence, receipt or signature may be read as such a waiver.

3.3 Right to a complaint. Nothing in this Lease stops a Party from lodging a complaint with the Tribunal, approaching a court, or reporting a health, safety or building concern to an authority. Neither Party may threaten, penalise or end the Lease because the other exercised one of these rights.

3.4 Plain language. Each Party confirms that he or she had a chance to read this Lease and to ask questions about it before signing. The Landlord will give the Tenant a signed copy of the Lease, with all Annexures, within [Days to give a signed copy: _____] days after the last Party signs.

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4. Dwelling, furnishings, parking and storage

4.1 Dwelling. The Landlord lets to the Tenant the Dwelling at **[Full address of the home: _____]**, being [Description of the home: _____]. If the Dwelling is a sectional title unit, its section or door number and the name of the Complex are [Unit number and complex name: _____].

4.2 Furnishings and appliances. The Dwelling is let [Furnished or unfurnished: _____]. The furnishings and appliances let with it are [Furnishings and appliances let: _____]. They belong to the Landlord and their condition is recorded in Annexure A. The Tenant may not remove them from the Dwelling without the Landlord's written consent, except in an emergency.

4.3 Parking. The parking or garage let with the Dwelling is [Parking or garage: _____]. The Tenant may use it only for roadworthy vehicles and ordinary household storage that does not create a fire or health hazard. The Tenant may not let it to another person.

4.4 Storeroom. The storeroom let with the Dwelling is [Storeroom: _____]. The Tenant may not sleep in it or use it to store dangerous or unlawful goods.

4.5 Common Property. The Tenant, the approved occupants and their visitors may use the Common Property in common with other residents, subject to the House Rules.

4.6 Areas kept by the Landlord. The following areas are not let: [Areas kept by landlord: _____]. The Landlord's use of those areas may not unreasonably interfere with the Tenant's use of the Dwelling.

4.7 Condition at the start. The Landlord will give the Tenant the Dwelling in a clean condition, reasonably fit to live in, and with safe and working water, electrical and sanitary installations. If the law requires a certificate of compliance for an installation, the Landlord will give the Tenant a copy on request.

5. Lease period and occupation

5.1 Lease period. The Lease is for a fixed period of **[Length of fixed lease: _____]**. It starts on **[Start date: _____]** (the "Start Date") and ends on **[Expiry date: _____]** (the "Expiry Date"), unless it is lawfully ended earlier or continued under Clause 6.

5.2 Maximum fixed period. Where the CPA applies, the fixed period may not be more than 24 months from the date on which the Tenant signs, unless the Parties expressly agree to a longer period and the Landlord can show that the longer period has a demonstrable financial benefit for the Tenant. If this Lease does not meet that condition, the fixed period ends 24 months after the Tenant signs.

5.3 Occupation. The Landlord will give the Tenant vacant occupation and all keys on the Start Date, after the joint incoming inspection and after the Tenant has paid the first month's Rent and the Deposit. A delay in the inspection that the Landlord causes does not entitle the Landlord to withhold occupation.

5.4 Late occupation. If the Landlord cannot give occupation on the Start Date, the Landlord must tell the Tenant at once. The Tenant owes no Rent for the days before occupation is given. If occupation is not given within [Days of delay before tenant may cancel: _____] days after the Start Date, the Tenant may cancel by written notice before occupation is given. The Landlord must then repay all amounts received, with interest earned on the Deposit, within 7 days. The Tenant keeps any

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claim that the law allows.

5.5 Fixed period and Tenant's right to cancel. Clause 28 lets the Tenant cancel before the Expiry Date. Except as this Lease or the law allows, the Landlord may not end the Lease during the fixed period.

5.6 Long leases. This form is not intended for a lease of more than 20 years and may not be signed electronically for such a lease.

6. Expiry notice, renewal and monthly continuation

6.1 Expiry notice. Not more than 80 and not less than 40 Business Days before the Expiry Date, the Landlord must give the Tenant written notice of:

(a) the approaching Expiry Date;

(b) any material change that will apply if the Lease is renewed or continues, including the new Rent; and

(c) the Tenant's options under this Clause.

6.2 Purpose of the notice. The Landlord gives this notice in every case, as a term of the Lease. Where section 14 of the CPA applies, the notice is also given under section 14(2)(c).

6.3 Renewal. The Parties may renew for a further fixed period by a written agreement that both sign. Neither Party is obliged to renew. The rules about maximum periods apply again to a renewal.

6.4 Continuation where section 14 of the CPA applies. On the Expiry Date the Lease continues from month to month, subject to the material changes stated in the expiry notice, unless the Tenant expressly directs the Landlord to end it on the Expiry Date or agrees to a further fixed period.

6.5 Continuation in other cases. Where section 14 of the CPA does not apply, the Lease ends on the Expiry Date. If the Tenant remains after that date with the Landlord's express or tacit consent and there is no further written lease, the Parties have a periodic lease on the same terms as this Lease.

6.6 Ending a monthly lease. Either Party may end a lease that continues under Clause 6.4 or 6.5 by at least one month's written notice. The notice ends on the last day of a rental month. A Landlord's notice must state one of the grounds in Clause 6.7.

6.7 Landlord's grounds. The Landlord may give notice under Clause 6.6 only in good faith, only if the notice is not an unfair practice under the Act, and only on one of these grounds:

(a) the Landlord or a close family member needs the Dwelling as a home;

(b) the Landlord has sold, or has a genuine need to sell, the Dwelling with vacant possession;

(c) the Landlord must do repairs, rebuilding or renovations that cannot reasonably be done while the Dwelling is occupied;

(d) the Tenant has repeatedly breached the Lease after written notice;

(e) the law, a court, a municipality or a body corporate with power to do so requires the Dwelling to be vacated; or

(f) [Other fair ground for ending a monthly lease: _____].

6.8 Occupation after notice. The end of the Lease does not allow the Landlord to remove the Tenant without a court order. While the Tenant remains after the Lease has ended, the Tenant must pay an

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amount equal to the Rent and the other charges for each day of occupation. Accepting that payment does not by itself renew the Lease, but nothing in this Clause removes the effect of section 5(5) of the Act.

7. Rent and escalation

7.1 Rent. The Rent is **R[Monthly rent in rand: _____]** per month. Unless another frequency is written here, the Rent is payable monthly: [Payment frequency: _____].

7.2 Part months. If the Lease starts or ends during a month, the Rent for that month is calculated per day, using the number of days in that month.

7.3 Escalation. The Rent may increase by **[Reasonable rent escalation: _____]** on [Date of rent escalation: _____]. The Rent may not increase during the first 12 months, and it may increase only once in each period of 12 months. No other increase applies during the fixed period unless the Parties agree to it in a signed document.

7.4 Reminder of escalation. The Landlord will remind the Tenant of the new Rent in writing at least two months before an escalation takes effect. If the reminder is late, the Tenant pays the old Rent until two months after the reminder is given.

7.5 What Rent includes. The Rent includes [Items included in rent: _____]. The Landlord pays property rates, body corporate or homeowners' association levies, the Landlord's insurance and loan payments, and other charges of ownership. These may not be recovered from the Tenant during the Lease except through the stated Rent.

7.6 Increase in a monthly lease. In a month-to-month lease the Landlord may increase the Rent by a reasonable amount on at least two months' written notice. The Tenant may end the Lease under Clause 6.6 before the increase takes effect. An increase that is an unfair practice has no effect.

8. Payment, receipts and late interest

8.1 Due date. The Tenant will pay the Rent in advance on or before the **[Rent due day: _____]** day of each month. If that day is not a Business Day, payment on the next Business Day is on time.

8.2 How to pay. The Tenant will pay by [Payment method: _____] into [Bank account for rent: _____], with the reference [Payment reference: _____]. The Tenant pays his or her own bank's charges and the Landlord pays the receiving bank's charges. Payment is made when the amount reaches the stated account.

8.3 Change of bank details. A change of bank details is valid only after the Landlord confirms it in a signed notice and the Tenant has checked it by telephone on a number already known to the Tenant. The Tenant is not in default while a genuine check of a suspicious change is under way.

8.4 Receipts. The Landlord must give the Tenant a written receipt for every payment. The receipt must be dated, give the full street address and any further description of the Dwelling, state whether the payment is for Rent, arrears, Deposit or another purpose, and state the period for which payment is made. A receipt by email is sufficient. A bank statement alone does not replace a receipt.

8.5 Order of payments. A payment is applied to the item and period that the Tenant names. If the Tenant names none, it is applied first to the oldest undisputed Rent, then to the oldest undisputed charge, and then to interest.

8.6 Interest on late payment. An undisputed amount that is paid more than [Grace days before late

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interest: _____] days after its due date bears simple interest at [Yearly interest rate on late rent: _____] from the due date until payment. The rate may never be higher than the law allows. No other late fee or penalty applies to the same delay.

8.7 Returned payments. If a debit order or other payment is returned for a reason within the Tenant's control, the Tenant will pay the actual bank charge on proof of it.

8.8 Difficulty in paying. A Tenant who expects to pay late should tell the Landlord before the due date. The Parties may sign a payment arrangement. An arrangement does not change the Rent or waive the Landlord's rights unless it says so in writing.

8.9 No set-off without a basis. The Tenant may not withhold or deduct Rent except by written agreement, under a Tribunal ruling or court order, or where the law allows it, such as a lawful reduction when the Tenant loses the use of the Dwelling.

9. Utilities and other charges

9.1 Charges in addition to Rent. The only charges that the Tenant must pay in addition to the Rent are those stated in this Lease and in this list: [Charges in addition to rent: _____].

9.2 Tenant's services. The Tenant pays for [Services the tenant pays for: _____], as used at the Dwelling from the Start Date until the Dwelling is returned.

9.3 Landlord's services. The Landlord pays for [Services the landlord pays for: _____].

9.4 Metered services. Where the Dwelling has its own meter, the Tenant pays only for the actual use that the meter records, at the rate the supplier charges the Landlord. The Landlord will give a monthly statement showing the previous and current readings, use, rate, amount due and next reading date, with a copy of the supplier's account on request.

9.5 Shared services. If there is no separate meter, the Tenant's share is [Tenant's share of shared services: _____]. The Landlord may not recover more from all residents together than the Landlord pays. The share must also agree with the applicable by-laws.

9.6 Prepaid meters. The Tenant buys prepaid units from [Prepaid electricity supplier: _____]. The Landlord will not add a fee or commission to the price. The opening and closing readings are recorded in Annexures A and B.

9.7 Accounts and deposits with suppliers. A Party whose name is on a supplier's account must pay it on time. A supplier's connection deposit belongs to the Party who paid it.

9.8 No unlawful interruption. The Landlord may not cut off, restrict or remove the supply of water, electricity, gas or another utility to force payment or to make the Tenant leave. Supply may be interrupted only where the law allows, for an emergency or for necessary work on reasonable notice. The Landlord must restore the service as soon as the reason ends.

9.9 Supply failure. Neither Party is liable for load shedding, municipal outages or another supplier failure outside that Party's control. The Landlord must repair a failure in the Dwelling's own installation under Clause 17. If the Landlord does not pay an account that the Landlord owes and supply is at risk, the Tenant may, after written notice of at least 3 Business Days where time allows, pay the supplier and deduct that amount from Rent on proof.

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10. Lease costs

10.1 Only actual costs. The Tenant pays a cost relating to the contract of lease only if it is listed here and only on proof of factual expenditure by the Landlord. The agreed items are [Actual lease costs the tenant may pay: _____], up to a total of R[Maximum lease costs in rand: _____].

10.2 Proof. The Landlord will give the Tenant a copy of each invoice and proof of payment before asking for payment. The Tenant will pay within 7 days after receiving that proof. A charge for which there is no proof is not payable.

10.3 No hidden fees. The Tenant does not pay an administration fee, key money, renewal fee, inspection fee or letting commission that is not an actual lease cost proved under this Clause.

10.4 Costs of changes asked for by the Tenant. If the Tenant asks for a change to this Lease and the Landlord agrees, the Tenant pays only the proved cost of recording it, up to an amount agreed in writing beforehand.

11. Deposit and interest

11.1 Amount. The Tenant will pay a Deposit of **R[Deposit in rand: _____]** before moving in. The Landlord may not ask for a higher deposit unless both Parties agree to it in a signed document.

11.2 Interest-bearing account. The Landlord must invest the Deposit in an interest-bearing account with a financial institution. The institution and account are [Institution and account holding the deposit: _____]. The Tenant earns interest at the rate that applies to that account. The rate may not be lower than the rate that applies to a savings account with that institution.

11.3 Proof of interest. The Tenant may ask for written proof of the interest earned at any time during the Lease. The Landlord must give it without charge within [Days to give proof of deposit interest: _____] days after the request.

11.4 Deposit held by an Agent. If an Agent receives the Deposit, the Agent must pay it immediately into the relevant trust account and deal with the Deposit and its interest under the Property Practitioners Act 22 of 2019. The Landlord remains responsible for the performance of this Lease. The Agent may not pay the Deposit to the Landlord unless the law and this Lease allow it.

11.5 What the Deposit secures. The Deposit secures amounts for which the Tenant is liable under this Lease. During the Lease the Tenant may not use it in place of Rent, and the Landlord may not draw on it, unless both Parties agree in writing.

11.6 Return. The Deposit and interest are returned under Clause 33. The Landlord may not declare the Deposit forfeited.

11.7 Change of Landlord. If the Dwelling is sold or the Landlord changes, the old Landlord must transfer the Deposit and interest, or account for them, to the new Landlord and tell the Tenant in writing where they are held. The Tenant does not have to pay the Deposit a second time.

12. Incoming inspection and list of defects

12.1 Joint inspection. Before the Tenant moves in, the Landlord and the Tenant must inspect the Dwelling together to find any defects or damage. The inspection is arranged for [Incoming inspection date and time: _____]. A Party may send a representative who is authorised in writing.

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12.2 List of defects. The Parties will write every defect and item of damage in Annexure A, mark who must repair each item and by when, record the meter readings and keys, and sign Annexure A. The signed list must be attached to this Lease. Dated photographs may be added and shared with both Parties.

12.3 Repairs. The Landlord will repair the items marked as the Landlord's responsibility by the date written beside them. Recording a defect does not mean that the Tenant accepts an unsafe Dwelling.

12.4 Defects found later. The Tenant should report a defect that was not visible at the inspection within [Days to report a defect found later: _____] days after moving in. The Landlord will inspect it with the Tenant and the Parties will add it to Annexure A. A later report does not prove by itself that the Tenant caused the defect.

12.5 If the Landlord does not inspect. If the Landlord fails to inspect in the presence of the Tenant, the Landlord is deemed to acknowledge that the Dwelling is in a good and proper state of repair, and section 5(3)(j) of the Act applies. The Landlord may not ask the Tenant to sign a form that says an inspection took place when it did not.

13. Use, occupants and visitors

13.1 Residential use. The Tenant will use the Dwelling as a private home only. Quiet work from home is allowed if it does not bring regular customers, employees, signs or deliveries to the Dwelling, break a zoning rule, or disturb neighbours.

13.2 Occupants. The people who may live in the Dwelling are [Names of occupants: _____]. The total may not exceed [Maximum number of occupants: _____] people, or a lower number required by a by-law. A child born to, adopted by or placed with an approved occupant during the Lease may also live there, subject to any lawful safety limit.

13.3 Adding an occupant. Another adult may live in the Dwelling only with the Landlord's prior written consent. The Landlord may not unreasonably refuse or delay consent. The Landlord may ask for proof of identity and other information that is lawfully needed to consider the request.

13.4 Visitors. A visitor may stay for up to [Maximum nights in a row for a visitor: _____] nights in a row. A longer stay needs the Landlord's written consent. The Tenant is responsible for ensuring that visitors respect the House Rules. The Landlord may not charge for ordinary visits or refuse visitors on an unfair ground.

13.5 Identity and immigration status. Before signing, each adult will show proof of identity. A person who is not a South African citizen will also show a document that proves lawful status in the Republic. The Landlord will ask every applicant for proof of identity in the same respectful way. No term of this Lease requires a Party to act against the Immigration Act 13 of 2002.

13.6 Absence. The Tenant will tell the Landlord if the Dwelling will be empty for more than [Days of absence that require notice: _____] days in a row, and will take reasonable care to keep it secure and prevent water damage.

13.7 Quiet enjoyment. If the Tenant meets the obligations in this Lease, the Tenant may occupy the Dwelling without unlawful disturbance by the Landlord or a person who claims through the Landlord.

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14. House rules and sectional title conduct rules

14.1 House Rules attached. A copy of all House Rules that apply to the Dwelling is attached as Annexure C. If none apply when the Lease is signed, the Parties will write "none" in Annexure C.

14.2 Duty to follow the rules. The Tenant will follow the House Rules and will make sure that occupants and visitors know them. In a sectional title scheme the body corporate's management and conduct rules bind any person who occupies a section.

14.3 Changes. The Landlord will give the Tenant a copy of any rule that a body corporate or association changes. A change made by the Landlord must be reasonable and apply equally to similar residents. It takes effect only after 30 days' written notice, and it may not reduce a right in this Lease or add a charge.

14.4 Fines. The Tenant is liable for a fine that a body corporate or association imposes only if the rule was given to the Tenant, the fine was lawfully imposed, and the Tenant, an occupant or a visitor caused the breach. The Landlord must give the Tenant the notice of breach promptly, so that the Tenant can answer it.

14.5 Landlord's role. The Landlord will pay the levies, pass on the Tenant's reasonable complaints to the body corporate, and not vote for a rule with the purpose of forcing the Tenant to leave.

15. Nuisance and unlawful activity

15.1 No nuisance. The Tenant, occupants and visitors may not create unreasonable noise, odours, smoke or other disturbance, or threaten another resident, neighbour, contractor or the Landlord.

15.2 Unlawful conduct. No Party may use or allow the Dwelling to be used for an unlawful purpose. The Tenant may not keep explosives, unlawful weapons, stolen goods or dangerous quantities of fuel or chemicals there.

15.3 Complaint procedure. If the Landlord receives a complaint, the Landlord will give the Tenant its material details and a fair chance to answer. The Landlord need not disclose personal information that the law protects or delay a step needed for immediate safety.

15.4 Effect of a breach. A proved and material breach of this Clause is dealt with under Clause 29. A victim of violence or another crime is not in breach merely because the crime took place at the Dwelling or because he or she called the police.

15.5 Waste and shared areas. The Tenant will put refuse in the proper place and will keep passages, fire exits and other shared areas clear.

16. Pets and smoking

16.1 Pets. The pets allowed at the Dwelling are [Pets allowed: _____]. Another pet may be kept only with the Landlord's prior written consent and, where the rules of the Complex require it, the consent of the body corporate or association. Consent may not be unreasonably withheld.

16.2 Care of pets. The Tenant must follow animal by-laws, keep vaccinations current, clean up waste, control noise and prevent danger to others. The Tenant pays the reasonable cost of repairing damage caused by a pet, beyond fair wear and tear.

16.3 Withdrawal. The Landlord may withdraw consent for a pet that remains a danger or nuisance after written notice and a reasonable time to correct it. In an emergency the notice may be shorter.

16.4 Assistance animals. A guide, service or assistance animal that a person needs because of a

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disability is allowed as reasonable accommodation. Its presence may not be refused or charged for under this Clause.

16.5 Smoking. Smoking and vaping are allowed only in [Permitted smoking areas: _____] and only where the law and House Rules allow. Cannabis may be used only as the law allows and may not create a nuisance.

17. Landlord maintenance

17.1 General duty. The Landlord will keep the Dwelling reasonably fit to live in and will maintain the roof, walls, structure, foundations, gutters, windows, outside doors, plumbing, drainage, electrical wiring, geyser, fixed appliances and other installations that the Landlord supplies.

17.2 Time for repairs. The Landlord will do a repair as soon as reasonably possible, having regard to its nature. An ordinary repair must be completed within [Days for an ordinary repair: _____] days after the inspection or written notice, and never later than 30 days unless the Parties agree to a further period in writing.

17.3 Urgent repairs. The Landlord will begin to deal with a burst pipe, sewage overflow, dangerous electrical fault, gas leak, serious roof leak, loss of all water or electricity caused by the Dwelling's installations, or failure of an outside lock within [Hours to begin an urgent repair: _____] hours after notice. Emergency contact: [Emergency repair contact: _____].

17.4 Cause of damage. The Landlord pays for repairs caused by age, fair wear and tear, a hidden defect or an event that the Tenant did not cause. The Tenant pays the reasonable cost of repairing damage caused by the Tenant, an occupant or a visitor, but the Landlord must still make the Dwelling safe.

17.5 Tenant's urgent repair. If the Landlord does not act on an urgent repair after notice and the Tenant cannot safely wait, the Tenant may use a qualified contractor to do the minimum work needed, up to R[Limit for urgent repair by tenant, in rand: _____]. The Tenant must first try to contact the Landlord, get a written quote if time allows and keep the invoice. The Landlord will repay the reasonable cost within 14 days, or the Tenant may deduct it from the next Rent.

17.6 Work that requires the Tenant to leave. The Landlord may ask the Tenant to move out temporarily only if urgent and necessary work cannot properly be done while the Tenant is there. The Landlord will give as much notice as possible, charge no Rent for the period out of occupation, do the work within a reasonable time and let the Tenant return as soon as possible. If only part of the Dwelling is unusable, the Rent is reduced in proportion.

17.7 Standard of work. Contractors must be competent, hold any registration required by law, identify themselves and leave the Dwelling clean.

18. Tenant maintenance

18.1 Care of the Dwelling. The Tenant will keep the inside of the Dwelling clean, use the installations properly, replace consumables such as ordinary light bulbs, and prevent blockages caused by improper use.

18.2 Garden and pool. The Tenant is responsible for [Tenant's garden and pool duties: _____]. The Landlord is responsible for [Landlord's garden and pool duties: _____].

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18.3 Report defects. The Tenant will report a leak, pest problem, electrical fault or other defect as soon as the Tenant becomes aware of it. The Tenant is liable for the added damage that a prompt report would reasonably have prevented.

18.4 Pests. The Landlord pays for pest treatment at the Start Date and for infestations caused by the building. The Tenant pays for an infestation that the Tenant's failure to keep the Dwelling clean has caused.

18.5 Fair wear and tear. The Tenant must return the Dwelling in the condition recorded in Annexure A, save for fair wear and tear. The Tenant is not liable for the gradual fading of paint, ordinary marks, worn carpets, age, or damage for which the Landlord is responsible.

18.6 Repairs by the Tenant. Except for the work described in this Clause and an urgent repair, the Tenant will not repair fixed installations. If the Tenant fails to repair damage that the Tenant must repair within 14 days after notice, the Landlord may do the work on reasonable notice and claim the reasonable cost, with receipts.

19. Alterations

19.1 Consent. The Tenant may not make a structural change, paint, drill into tiles, add a fixture, or alter plumbing, electrical or security installations without the Landlord's prior written consent. Small picture hooks in plastered walls are allowed if the holes are filled at the end.

19.2 Standard. Approved work must comply with the law and the House Rules, and must be done by a qualified person where the law requires it. The Landlord may set reasonable conditions before giving consent.

19.3 Accessibility. The Landlord will consider a request for a reasonable change that a person with a disability needs. The Landlord may refuse only for a fair reason, and the Parties will record who pays and whether the change must be removed.

19.4 End of Lease. Unless the consent says otherwise, the Tenant may remove an approved item and must repair damage caused by removal. The Tenant has no claim for an improvement left behind, except where the Landlord agreed in writing to pay for it or where the Tenant has a claim that the law does not allow the Parties to exclude.

19.5 Internet and satellite services. The Tenant may have fibre or a satellite service installed with the Landlord's consent, which may not be unreasonably withheld, and with any required consent from the Complex.

20. Entry, inspection and privacy

20.1 Privacy. The Tenant has a right to privacy during the Lease. The Landlord may inspect only in a reasonable manner and after reasonable notice. The Landlord and Agent may not search the home, the person or the property of the Tenant, occupants or visitors.

20.2 Notice and time. Except in an emergency, the Landlord will give at least [Hours of notice before entry: _____] hours' written notice of entry. The notice must state the purpose, proposed time and people who will enter. Entry must be at a reasonable time, between [Hours when entry may take place: _____], unless the Tenant agrees otherwise.

20.3 Purposes. The Landlord may enter only to inspect the Dwelling, do necessary maintenance, show it to a prospective tenant, buyer, lender or insurer, deal with apparent abandonment, carry out a court order, or meet another legal duty.

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20.4 Frequency. Routine inspections may not take place more than [Routine inspections per year: _____] times in a 12-month period. Showings to a new tenant may be held only during the last [Days before expiry for showings: _____] days of the Lease, and showings to buyers must be arranged so as not to interfere unreasonably with the Tenant's home.

20.5 Another time. The Tenant may ask for another reasonable time and may be present. The Tenant may not unreasonably refuse a lawful inspection or repair. If access remains refused, the Landlord must ask for relief from the Tribunal or a court and may not force entry.

20.6 Emergency. The Landlord may enter without prior notice only where there is an immediate risk to life, safety or serious property damage and the Tenant cannot be reached in time. The Landlord will leave a written note and secure the Dwelling.

20.7 Photographs. The Landlord may photograph a defect or the condition of the Dwelling. The Landlord may not photograph the Tenant, or publish images that show the Tenant's belongings, without consent.

21. Locks, keys and security

21.1 Keys issued. The Landlord will give the Tenant [Keys and access devices issued: _____] on the Start Date. The Parties will record each key, card, remote and code in Annexure A.

21.2 Changing locks. Neither Party may change a lock that gives access to the Dwelling without reasonable cause and reasonable notice to the other Party. The Party who changes it must give duplicate keys immediately. In an emergency that Party must tell the other and provide duplicates as soon as possible.

21.3 No lockout. The Landlord may not lock out the Tenant, block access, disable a remote or biometric code, remove a door, or shut off a utility to force the Tenant out. A clause that appears to allow this has no effect.

21.4 Lost keys. The Tenant pays the reasonable proved cost of replacing a lost key, card or remote. The cost of changing a lock may be charged only if it is reasonably needed for safety.

21.5 Security equipment. The Landlord will keep security equipment supplied with the Dwelling in working order. The Tenant will use it properly. The alarm and armed response service, if any, is [Alarm or armed response service: _____], paid for by [Who pays for security service: _____]. Cameras may not record inside the Dwelling or any place where a person reasonably expects privacy.

22. Non-discrimination

22.1 No unfair discrimination. The Landlord and Agent may not unfairly discriminate against the Tenant, a prospective tenant, members of the household or visitors on one or more grounds, including race, gender, sex, pregnancy, marital status, sexual orientation, ethnic or social origin, colour, age, disability, religion, conscience, belief, culture, language and birth.

22.2 Where this applies. This duty applies to advertising, negotiations, consent to occupants and visitors, house rules, services, inspections, renewal and termination.

22.3 Reasonable accommodation. The Parties will discuss reasonable accommodation for disability in good faith. A Party may make the request in any form, and it will be recorded in writing.

22.4 Equal respect. The Tenant will likewise not harass the Landlord, Agent, neighbours or other

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residents on any of these grounds.

23. Subletting and cession

23.1 Consent. The Tenant may not sublet all or part of the Dwelling, cede rights, assign obligations or let another person take over occupation without the Landlord's prior written consent. The Landlord may not unreasonably refuse or delay consent.

23.2 Short stays. The Tenant may not offer the Dwelling on a short-stay platform or for paid holiday accommodation without specific written consent and compliance with municipal and Complex rules.

23.3 Request. A request must name the proposed person and period and give information reasonably needed to consider it. The Landlord will answer in writing within [Days to answer a request to sublet: _____] days with a reason for any refusal.

23.4 Responsibility. Unless the Landlord releases the Tenant in writing, the Tenant remains responsible for an approved subtenant. A subtenancy may not last longer than this Lease.

23.5 Transfer by the Landlord. The Landlord may cede its right to Rent on written notice to the Tenant. A cession does not reduce the Tenant's rights or require the Tenant to pay the same Rent twice.

24. Insurance

24.1 Landlord's insurance. The Landlord will insure the building against the usual risks to its replacement value, or will make sure that the body corporate does so. The Landlord pays the premium.

24.2 Tenant's insurance. The Landlord's policy does not normally cover the Tenant's belongings. The Tenant is advised to insure them, and to arrange personal liability cover of at least R[Tenant liability cover in rand: _____] if the Parties complete that amount. The Tenant may choose the insurer.

24.3 Acts that affect insurance. The Landlord will give the Tenant written details of any relevant insurance condition. The Tenant will not knowingly do something in the Dwelling that breaks a condition of which the Tenant has been told.

24.4 Claims. Each Party will report insured damage promptly and cooperate with a claim. The Tenant pays an excess only to the extent that the Tenant is legally liable for the damage.

24.5 Recovery. A Party may not recover from the other a loss for which that Party has already been paid by insurance, subject to the insurer's rights under law.

25. Risk, liability and indemnity

IMPORTANT: READ THIS CLAUSE BEFORE SIGNING. IT LIMITS LIABILITY, PLACES RISK ON THE TENANT AND CONTAINS AN INDEMNITY.

25.1 Tenant's belongings. THE TENANT BEARS THE RISK OF LOSS OF OR DAMAGE TO THE TENANT'S OWN BELONGINGS, EXCEPT TO THE EXTENT THAT THE LANDLORD, THE AGENT OR A PERSON FOR WHOM THEY ARE RESPONSIBLE CAUSED IT BY NEGLIGENCE, AN INTENTIONAL ACT OR BREACH OF THIS LEASE. For example, the Tenant should insure furniture against theft by an unknown person.

25.2 Events outside the Landlord's control. THE LANDLORD IS NOT LIABLE FOR LOSS

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CAUSED BY CRIME, STORM, FLOOD, FIRE, LOAD SHEDDING OR A PUBLIC SUPPLY FAILURE, EXCEPT TO THE EXTENT THAT NEGLIGENCE, AN INTENTIONAL ACT OR BREACH BY THE LANDLORD CONTRIBUTED TO IT.

25.3 Tenant's indemnity. THE TENANT WILL COMPENSATE THE LANDLORD FOR A DIRECT LOSS OR THIRD-PARTY CLAIM TO THE EXTENT THAT IT IS CAUSED BY THE NEGLIGENCE, INTENTIONAL ACT OR BREACH OF THE TENANT, AN OCCUPANT OR A VISITOR. The Landlord must take reasonable steps to reduce the loss and must give the Tenant proof of it.

25.4 Landlord's indemnity. The Landlord will compensate the Tenant for a direct loss or third-party claim to the extent that it is caused by the negligence, intentional act or breach of the Landlord, the Agent or a person acting for them.

25.5 Rights that remain. Nothing in this Lease limits or excludes liability for gross negligence, an intentional act, death or injury where the law does not allow it, unlawful eviction, unlawful interruption of utilities, or any other liability that may not be excluded. Nothing in this Clause limits the Landlord's duty to maintain the Dwelling.

25.6 Indirect loss. Neither Party is liable for unforeseeable indirect loss, except where the law gives a claim that may not be excluded.

25.7 Acknowledgement. The Landlord or Agent pointed out this Clause and gave the Tenant a reasonable chance to read and understand it before signing.

Tenant's initials for this Clause:
Landlord's initials for this Clause:

26. Damage or destruction of the dwelling

26.1 Dwelling unusable. If fire, flood, storm or another event not caused by the Tenant makes the whole Dwelling unfit to live in, no Rent is payable while it is unfit. Either Party may end the Lease by written notice if it cannot reasonably be made fit within [Days to restore an unusable home: _____] days.

26.2 Part unusable. If only part is unusable, the Rent is reduced in proportion to the loss of use until repairs are complete. The Tenant may end the Lease by written notice if what remains is not reasonably suitable as the Tenant's home.

26.3 Decision. The Landlord will inspect promptly and tell the Tenant within 14 days whether and when the Dwelling will be repaired. If the Landlord gives no answer, the Tenant may end the Lease by written notice.

26.4 Amounts paid in advance. When the Lease ends under this Clause, the Landlord will repay Rent for the period after the Tenant lost use. The inspection and Deposit rules still apply, as far as the condition of the Dwelling makes an inspection possible.

26.5 Fault. This Clause does not release a Party whose negligent or intentional act caused the damage from a lawful claim. It does not require the Tenant to live in an unsafe Dwelling.

26.6 Events outside a Party's control. A Party is excused from a duty while an event outside that Party's reasonable control makes performance impossible, if the Party gives prompt notice and takes reasonable steps to resume. This does not excuse payment of an undisputed amount for a Dwelling that the Tenant is able to use.

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27. Sale of the property

27.1 Lease before sale. The common law rule of huur gaat voor koop applies. A sale of the Dwelling does not by itself end this Lease or change its terms. The buyer takes the Landlord's place under the Lease when ownership passes.

27.2 Notice. The Landlord will tell the Tenant in writing about a completed sale, the new owner's name and address for formal communication, the new payment details and the place where the Deposit is held. Clause 8.3 applies to the new payment details.

27.3 Viewings. Viewings must follow Clause 20. The Tenant need not vacate during the Lease to make a sale easier.

27.4 Agreement to leave. The Parties may agree in a signed document to end the Lease early because of a sale. The Tenant is not obliged to accept.

27.5 Holder of a mortgage or other right. Nothing in this Clause limits a right of the Tenant or a person with a registered right that the law gives. If a step in execution or liquidation may affect the Lease, the Landlord will tell the Tenant promptly.

28. Early cancellation by the tenant

28.1 Tenant's right. The Tenant may cancel this Lease at any time before the Expiry Date by giving the Landlord 20 Business Days' notice in writing or another recorded manner and form. The Tenant has this right in every case, as a term of the Lease. Where section 14 of the CPA applies it is also a right under that section, despite any provision in this Lease.

28.2 No reason required. The Tenant need not give a reason. The notice should state the last day of occupation. It may not end before the 20 Business Days have passed unless the Landlord agrees in writing.

28.3 Amounts owed. The Tenant remains liable for Rent and other amounts properly owed up to the cancellation date.

28.4 Reasonable cancellation charge. The Landlord may charge a reasonable cancellation penalty that does not exceed the lesser of [Maximum early cancellation charge: _____] and the Landlord's reasonable loss because the Lease did not run to its Expiry Date. In setting it, the Landlord must consider all relevant factors, including the length of notice, the amount still owing, the remaining period, the chance of finding a new tenant with reasonable effort, and proved re-letting costs.

28.5 Account. The Landlord will give a written calculation with proof. A charge may not have the effect of taking away the Tenant's right to cancel. The Landlord must make reasonable efforts to re-let. If a new tenant pays Rent for the same period, that amount reduces the charge. No charge applies to a Lease that ends on its Expiry Date.

28.6 Penalty and damages. The Landlord may not recover both a penalty and damages for the same act. A court may reduce a charge that is out of proportion to the Landlord's prejudice.

28.7 Landlord's agreement to a shorter notice. The Landlord may agree in writing to release the Tenant sooner, for example when a suitable new tenant is ready.

28.8 Death of a Tenant. If a sole Tenant dies, the executor or another lawful representative may end the Lease by one month's written notice without a cancellation charge. If another Tenant or approved adult occupant remains, the Parties will discuss in good faith whether that person will take over the

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Lease. Any right given by law remains.

29. Tenant breach and cancellation

29.1 Notice to correct. If the Tenant materially fails to comply with this Lease, the Landlord must give the Tenant a written notice that states the breach, what must be done and the date by which it must be done. The Tenant has 20 Business Days after the notice is given to correct the breach.

29.2 Landlord's cancellation. If the Tenant does not correct the material breach within that time, the Landlord may cancel by a second written notice. The grounds are:

(a) non-payment of undisputed Rent or another amount payable under this Lease;

(b) use of the Dwelling for a material unlawful purpose;

(c) serious or repeated nuisance, or material damage caused by the Tenant or a person for whom the Tenant is responsible;

(d) unapproved subletting or occupation that is a material breach;

(e) a material and continuing breach of the House Rules; or

(f) another material breach of an express obligation in this Lease.

29.3 Limits. Cancellation may not be an unfair practice. The Landlord may not cancel because the Tenant asked for repairs, lodged a complaint or exercised a right under law.

29.4 Breach that cannot be corrected. If a serious act cannot be undone, the notice must say why. The Landlord may approach the Tribunal or a court for urgent relief that the law allows. Where section 14 of the CPA applies, its notice rule remains in force.

29.5 Recovery of money. The Landlord may recover unpaid Rent or another amount that is due after obtaining a Tribunal ruling or court order. The Landlord may not seize, remove, sell or hold the Tenant's belongings without the legal authority described in Clause 31.5.

29.6 Damages and legal costs. The Landlord may claim proved damages that flow from the breach, after taking reasonable steps to reduce them. Legal costs are payable as the Tribunal or court orders, or as the Parties agree after the dispute has arisen.

29.7 Cancellation does not permit self-help. If the Tenant does not leave after a valid cancellation, Clause 31 applies.

30. Landlord breach

30.1 Tenant's notice. If the Landlord materially breaches this Lease, the Tenant may give written notice describing the breach. The Landlord must correct it within [Days for landlord to correct a breach: _____] days, or a shorter reasonable time where health, safety or an essential service is at risk.

30.2 Tenant's remedies. If the Landlord does not correct the breach, the Tenant may claim performance, a proportionate reduction of Rent, or proved damages through the Tribunal or a court. The Tenant may cancel the Lease for a material breach by written notice. No cancellation charge is payable.

30.3 Serious breach. The Tenant may leave without a further correction period if the Dwelling is not safe to occupy or if the Landlord unlawfully prevents occupation. The Tenant keeps any claim that the law gives.

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30.4 Landlord's duty to account. If the Tenant cancels under this Clause, the Landlord will refund prepaid Rent for the period after occupation ends and will return the Deposit under Clause 33.

30.5 Other rights. The Tenant's right to cancel on 20 Business Days' notice under Clause 28 remains available. Using it does not waive a claim for an earlier breach by the Landlord.

31. Eviction only by court order

31.1 Court order required. The Landlord may repossess the Dwelling only after obtaining an order of court. No one may be evicted from their home without an order of court made after considering all the relevant circumstances. Neither the Agent nor a security company may carry out an eviction without that authority.

31.2 PIE Act. If the PIE Act applies, the Landlord must follow it. At least 14 days before the hearing, the court must serve written and effective notice of the proceedings on the occupier and the municipality. A court grants an order only if it is just and equitable and decides a just and equitable date on which the occupier must leave. The Tenant does not waive these rights.

31.3 Notice from the Landlord is not an order. A notice to leave, a cancellation notice and a Tribunal complaint do not themselves authorise the Landlord to remove a person. The Tribunal does not hear applications for eviction orders.

31.4 No force or cut-off. The Landlord may not change locks, remove doors, take the Tenant's goods, switch off a utility, threaten the Tenant or use another unlawful method to force the Tenant to leave. Unlawfully locking out a tenant or shutting off utilities is an offence under the Act.

31.5 Belongings. The Tenant's possessions may not be seized except under a law of general application and after a Tribunal ruling or order of court has first been obtained. If belongings are left after the Dwelling is lawfully returned, the Landlord will make a list, take reasonable care of them, contact the Tenant, and not sell or destroy them except as the law allows.

31.6 Payment during proceedings. While the Tenant remains in occupation, the Tenant must keep paying for the occupation and services. Payment does not waive a lawful claim by either Party.

32. Outgoing inspection and return

32.1 Joint outgoing inspection. The Landlord and Tenant must arrange to inspect the Dwelling together at a mutually convenient time within the three days before the Lease expires. They will compare its condition with Annexure A and complete Annexure B.

32.2 Invitation. At least [Days before lease end to propose inspection: _____] days before the end of the Lease, the Landlord will propose inspection times in writing. If a time does not suit the Tenant, the Parties will agree on another time within the required period. A Party may send an authorised representative.

32.3 Landlord does not inspect. If the Landlord fails to inspect in the presence of the Tenant as the Act requires, the Landlord is deemed to acknowledge that the Dwelling is in a good and proper state of repair. The Landlord then has no further claim against the Tenant as described in section 5(3)(j) of the Act and must refund the full Deposit with interest.

32.4 Tenant does not respond. If the Tenant fails to respond to the Landlord's request for an inspection, the Landlord must inspect the Dwelling within seven days after the Lease expires to assess damage or loss that occurred during the Lease. The Landlord must keep the dated request and record its findings with photographs.

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32.5 Early vacation. If the Tenant leaves before the Lease expires without notice, the Lease is deemed to have expired on the date on which the Landlord established that the Tenant had left. The Landlord keeps the rights that arise from the Tenant's breach, and the inspection and Deposit rules apply from that date. The Landlord must use reasonable care before deciding that the Dwelling is abandoned and may not treat temporary absence as abandonment.

32.6 Return. On the last day the Tenant will remove all belongings, clean the Dwelling, return all keys and leave it in the recorded condition, save for fair wear and tear. The Landlord will give a receipt for the keys. The Tenant will also give a forwarding address.

33. Refund of deposit

33.1 Nothing owed. If no amount is due and owing to the Landlord under the Lease, the Landlord must refund the Deposit with accrued interest, without deduction or set-off, within **seven days** after the Lease expires.

33.2 Amounts owed. If the Tenant owes an amount, the Landlord may apply the Deposit and interest to amounts for which the Tenant is liable under the Lease. These may include the reasonable cost of repairing damage that occurred during the Lease and replacing lost keys. The Landlord must refund the balance within **14 days** after the Dwelling is restored to the Landlord.

33.3 Tenant did not respond to the request for an inspection. If Clause 32.4 applies and the Landlord has inspected in time, the Landlord may deduct the reasonable cost of repairing damage and replacing lost keys. The Landlord must refund the balance within **21 days** after the Lease expires. The Landlord's other rights remain.

33.4 Landlord did not inspect. If Clause 32.3 applies, no deduction may be made for the condition of the Dwelling, and the full Deposit with interest must be refunded as section 5(3)(j) of the Act requires.

33.5 Statement and receipts. The Landlord will give an itemised statement that shows the Deposit, interest, each deduction and the balance. The receipts that show the repair costs must be available to the Tenant for inspection as proof of them.

33.6 What may not be deducted. The Landlord may not deduct for fair wear and tear, defects listed in Annexure A, damage that the Tenant did not cause, improvement of the Dwelling, or the same loss twice.

33.7 Bank account. The Landlord will pay the refund into [Account for deposit refund: _____], unless the Tenant gives different details in writing. Failure to give a forwarding address does not forfeit the refund.

33.8 Dispute. If the Parties disagree about one deduction, the Landlord must still refund the undisputed balance in time. Either Party may approach the Tribunal.

34. Disputes, Rental Housing Tribunal and courts

34.1 Discussion. A Party with a concern may first give the other a written description of it. The Parties will discuss it in good faith within [Days for a dispute discussion: _____] days. Discussion is voluntary and does not delay urgent relief, a Tribunal complaint or a legal deadline.

34.2 Tribunal. Either Party may lodge a complaint about an unfair practice or another matter within the Tribunal's power with the Tribunal in the province where the Dwelling is situated. The service is free. A Tribunal ruling is deemed to be an order of a magistrate's court and is enforced in that way.

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34.3 While a complaint is pending. From the date a complaint is lodged until the Tribunal makes its ruling, or three months have passed, whichever is earlier, the rules in section 13(7) of the Act apply. The Landlord may not evict the Tenant during that period, the Tenant must continue to pay the Rent as it applied before the complaint (or, if the Rent escalated before the complaint, the amount payable immediately before that escalation), and the Landlord must carry out necessary maintenance, subject to the terms of that section.

34.4 Eviction proceedings. The Tribunal does not have jurisdiction to hear an application for an eviction order. That application must be made to a court with jurisdiction.

34.5 Review. A Party may bring Tribunal proceedings on review before the High Court within its area of jurisdiction, as section 17 of the Act allows.

34.6 Mediation. The Parties may use a mediator whom they agree on in writing. They share the mediator's fee equally unless they agree otherwise. Neither Party is obliged to choose arbitration.

35. Surety

35.1 When this Clause applies. This Clause applies only if a surety is named here and signs this Lease: [Name of surety: _____], identity number [Surety's identity number: _____], of [Surety's address: _____] (the "Surety").

35.2 Suretyship. THE SURETY BINDS HIMSELF OR HERSELF TO THE LANDLORD AS SURETY FOR THE TENANT'S PAYMENT OBLIGATIONS UNDER THIS LEASE, UP TO A TOTAL OF R[Maximum amount of suretyship in rand: _____]. The Surety may be asked to pay what the Tenant owes and does not pay.

35.3 Demand. The Landlord must give the Surety a copy of any breach notice sent to the Tenant and must first allow the Tenant the time to pay that the notice gives. The Surety has at least 10 Business Days after receiving a demand to pay.

35.4 Limit in time. The suretyship covers the fixed period and any monthly continuation for up to [Months of continued lease covered by surety: _____] months after the Expiry Date. It does not cover a renewal for a further fixed period or an increased liability unless the Surety signs again.

35.5 Defences. The Surety keeps every defence that the law gives and does not give up the Tenant's rights under the Act. The Surety will receive a copy of the Lease and an account on request.

35.6 Warning. The Surety should read the whole Lease and ask for advice before signing. The Surety signs the risk clause in this Lease separately if the Parties ask for it.

36. Joint and several liability

36.1 Several tenants. IF MORE THAN ONE PERSON SIGNS AS TENANT, EACH IS LIABLE FOR THE WHOLE OF THE TENANT'S OBLIGATIONS TOGETHER WITH THE OTHERS. The Landlord may claim the full amount from any one of them but may not recover it more than once.

36.2 Shares between tenants. Tenants may agree on their own shares of Rent and the Deposit. That agreement does not bind the Landlord unless the Landlord signs it.

36.3 One tenant leaves. A Tenant who leaves remains liable until the Landlord releases that person in writing or the Lease ends. The Landlord will consider a reasonable request to replace a Tenant under Clause 23.

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36.4 Notices. A notice to the Tenant is properly given if it is sent to every Tenant at the address or email each has chosen. A refund of the Deposit is paid as all Tenants direct in writing.

37. Personal information

37.1 Purpose. Each Party may collect and use the other Party's personal information only as far as is needed to conclude, perform or enforce this Lease, to meet a legal duty, or for another lawful purpose that has been explained.

37.2 Information collected. This may include identity, contact, bank, income, occupation and payment details. The Landlord may make a credit or reference check only if the Tenant has been told about it and the law allows it, with consent where required.

37.3 Sharing. The Landlord may share only what is necessary with the Agent, a body corporate, contractor, insurer, professional adviser, Tribunal or court. They must use the information for that purpose and protect it.

37.4 Security and time. The Parties will take reasonable steps to keep the information safe. They will keep it no longer than is needed for the Lease, a lawful claim or a legal record-keeping duty, and then destroy it securely.

37.5 Rights. A Party may ask to see or correct personal information held about that Party. A complaint may be made to the Information Regulator. Nothing in this Lease waives rights under the Protection of Personal Information Act 4 of 2013.

38. Notices and domicilium

38.1 Address for formal communication. Each Party chooses the address given in Clause 1 as its domicilium citandi et executandi, which means the address in the Republic where that Party accepts formal documents.

38.2 Form. A notice must be in writing and may be delivered by hand, courier or email. The Landlord's email is [Landlord's email: _____] and the Tenant's email is [Tenant's email: _____]. A cancellation, breach or expiry notice must be sent by at least two of those methods where practical.

38.3 When received. Unless the recipient proves otherwise, a notice is taken to be received on the day of hand delivery, on the first Business Day after a properly addressed email was sent and entered the recipient's system, or on the date recorded by a courier. Rules for the service of court documents are not changed.

38.4 Change. A Party may choose another physical address in the Republic or email by giving 7 days' written notice.

38.5 Informal messages. Everyday arrangements, repair reports and Tenant cancellation may be made in a recorded message. A message must be clear, and the sender should keep a copy. A formal court document must be served as the law requires.

39. Governing law and jurisdiction

39.1 Law. South African law governs this Lease.

39.2 Courts. Any court in the Republic that has jurisdiction may hear a dispute. Nothing in this Lease gives a court a jurisdiction that it does not have, or takes away a Party's right to approach the Tribunal.

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39.3 Province. The Dwelling is in the province of [Province of the home: _____]. Regulations and rules that apply in that province form part of the law of this Lease. A rule that applies only in another province does not apply by reason of this form.

39.4 Conflict with foreign law. A term copied from a foreign lease form does not become part of this Lease.

40. General terms

40.1 Entire agreement. This Lease and its Annexures record the whole agreement about the Dwelling. This does not exclude liability for a fraudulent statement or a right that the law gives because of a misrepresentation.

40.2 Variation. A change to this Lease is valid only if it is in writing and signed by the Landlord and every affected Tenant. An increase in the Surety's obligations also needs the Surety's signature. A mandatory right may apply without a signed change.

40.3 Waiver. A Party who gives extra time or does not enforce a right on one occasion does not waive it, except as this Lease or the law says. A waiver must be in writing. No waiver may remove a mandatory right.

40.4 Severability. If a term is unlawful or unenforceable, it is severed or read down as far as possible. The remaining lawful terms continue if they can be given effect without it.

40.5 Benefit. This Lease binds the Parties and, as the law allows, their estates and lawful successors. Clause 27 deals with a new owner.

40.6 Good faith. The Parties will exercise their rights reasonably and cooperate in carrying out this Lease. This does not oblige a Party to give up a lawful right.

40.7 Additional terms. The following terms were specially agreed and prevail over a general Clause if they are lawful: [Other agreed terms: _____].

41. Counterparts and electronic signature

41.1 Counterparts. This Lease may be signed in separate copies. All signed copies together are one agreement.

41.2 Electronic signature. The Parties may conclude this Lease by data messages and sign electronically where the law allows. Each Party must be able to keep and print the full Lease. An electronic signature must identify the signer and show approval.

41.3 Paper copy. A Party who signs electronically may ask for a paper copy. The Landlord will give it without charge within 7 days.

41.4 Exception. Clause 5.6 applies to a lease of more than 20 years.

41.5 Date. The Lease is concluded when the last Party signs and the other is told of that signature. The Start Date may be later.

By signing, each person agrees to this Lease and confirms that the Annexures were attached.

Landlord: [Landlord's full name: _____]
Signed at [Place of landlord's signature: _____] on [Date of landlord's signature: _____]
Signature:

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Name and capacity of signatory:

Witness for the Landlord
Name:
Signature:

Tenant: [Full names of every tenant: _____]
Signed at [Place of tenant's signature: _____] on [Date of tenant's signature: _____]
Signature of each Tenant:

Witness for the Tenant
Name:
Signature:

Agent, if any: [Property practitioner or agent: _____]
Signature and date:

Surety, if any: [Name of surety: _____]
I have read the suretyship Clause and the limit stated in it.
Signature and date:

Annexure A. Incoming joint inspection and list of defects

Dwelling: [Full address of the home: _____]
Date and time of inspection: [Incoming inspection date and time: _____]
Present for the Landlord:
Present for the Tenant:

Record the condition of each item. Write the defect, the responsible Party and the repair date. Write "none" if no defect is found.

1. Entrance, passages and stairs. Walls, ceiling, floor, doors, locks, lights:

2. Living and dining rooms. Walls, ceiling, floor, windows, sockets, curtains:

3. Kitchen. Cupboards, counters, sink, taps, stove, oven, other appliances:

4. Bedrooms. Walls, ceiling, floor, windows, cupboards, sockets:

5. Bathrooms. Toilet, basin, bath, shower, taps, tiles, drains:

6. Electrical, gas and geyser. Distribution board, lights, sockets, gas fittings, geyser:

7. Outside, garden and pool. Walls, gates, paving, garden, pool, roof and gutters as visible:

8. Garage, parking and storeroom. Doors, remotes, floor, locks:

9. Safety and security. Alarm, burglar bars, smoke alarms, intercom:

10. Furnishings and appliances let: [Furnishings and appliances let: _____]
Condition of each item:

11. Keys issued: [Keys and access devices issued: _____]

12. Opening meter readings. Electricity: [Opening electricity reading: _____]. Water: [Opening water reading: _____]. Gas: [Opening gas reading: _____].

13. List of defects at the start: [List of defects at move-in: _____]

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14. Landlord’s repairs and dates: [Landlord repairs and dates: _____]

Photographs attached: yes or no. Number:

Landlord’s signature and date:
Tenant’s signature and date:

Annexure B. Outgoing joint inspection

Dwelling: [Full address of the home: _____]
Date on which the Lease expires:
Date and time of inspection, within the three days before expiry:
Date and method of the Landlord’s written invitation:
Present for the Landlord:
Present for the Tenant:

1. Rooms. Compare every room with Annexure A. Write new damage and whether it is fair wear and tear:

2. Fixtures, furnishings and appliances. Compare with Annexure A:

3. Outside areas, parking and storeroom. Compare with Annexure A:

4. Keys, cards and remotes returned. Number and missing items:

5. Closing meter readings. Electricity, water and gas:

6. Repairs claimed by the Landlord. For each: cause, estimate, and later receipt:

7. Tenant’s comments or disputed items:

8. Deposit account. Deposit, interest, deductions and balance:

9. Refund date. Seven days after expiry if nothing is owed; 14 days after return if an amount is owed; 21 days after expiry if the Tenant did not respond to the inspection request:

Did the Tenant attend? Yes or no:
Landlord’s signature and date:
Tenant’s signature and date:

Annexure C. House Rules

A complete copy of every rule of the Landlord, body corporate or homeowners’ association that applies to the Dwelling must be attached. Name and date of each attached document: [House rules attached: _____].

If the Parties adopt the following rules as the Landlord’s House Rules, tick this option: ( ) adopted.

1. **Quiet hours.** Keep noise at a considerate level between [Quiet hours: _____].
2. **Common areas.** Do not obstruct entrances, passages, stairs, fire exits or driveways. Supervise children in lifts, parking areas and pools.
3. **Refuse.** Put refuse in closed bags or bins and take it to the collection point on the correct day.
4. **Laundry and balconies.** Hang laundry only in permitted places. Do not throw or leave objects where they may fall.
5. **Parking.** Use only the allocated space and observe speed limits in the Complex. Visitors use

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visitor parking.

6. **Security.** Close shared doors and gates. Do not give access codes to strangers. Report broken security equipment.
7. **Water and electricity.** Use them responsibly and obey municipal restrictions. Do not overload sockets.
8. **Braais and fire.** Use a braai only in a safe permitted place and never leave a fire unattended.
9. **Pets.** Keep only approved pets, control them in shared areas and remove waste at once. Assistance animals are treated under Clause 16.4.
10. **Maintenance access.** Report building defects. The notice rules in Clause 20 apply to contractors.
11. **Moving.** Book the lift or loading area if the Complex requires it, and protect floors and walls.
12. **Fairness.** These rules must be applied equally and may not take away a right in this Lease or the law.

Tenant’s initials:
Landlord’s initials:

Annexure D. Property practitioner disclosure form and Agent details

1. Is a property practitioner used for this Lease? Yes or no: [Is a property practitioner used?: _____].
2. If yes, the completed mandatory disclosure form prescribed under the Property Practitioners Act 22 of 2019, signed by all relevant parties, must be attached here. It forms an integral part of this Lease. This page does not replace the prescribed form.
3. If the form is not attached although the law requires it, the Lease is read as if no defects or deficiencies of the Dwelling were disclosed to the Tenant.
4. Agent: [Property practitioner or agent: _____]. Fidelity Fund certificate number: [Agent’s Fidelity Fund certificate number: _____].
5. Copy of the Fidelity Fund certificate attached: yes or no.
6. Disclosure form attached and signed: yes or no. Date:
7. Trust account receipt for the Deposit, if the Agent received it: attached, or not applicable.

Landlord’s initials:
Tenant’s initials:
Agent’s initials, if any:

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