

LEASE AGREEMENT

Between:
Madulammoho Housing Association
("We")



And

Surname:	
Full names:	
Identity Number:	
Banking Details:	

INFO SCHEDULE

YOUR DETAILS

<u>Number on lease agreement</u>	<u>Subject</u>	<u>Work Number</u>	
1.1	Building	Cell Number	
	Unit		
1.2	Parking Bay	N/A	Salary per month
1.3	Commencement Date	Employer	
2.1	Monthly rental and deposits	Have you received housing subsidy before?	
5.	Rent		
6.	Deposit		
	Key deposit		
	Access card		
	Lease Fee		
	Parking (optional)		
	DSTV (optional)		

7	The people in your property				
	Name	Relationship	Contact no.	Salary pm	ID copy/ birth certificate
1.					
2.					

3.					
4.					

1. The property to be leased and the lease period

- 1.1 We will lease to you the property located at Unit, Block (as per attached info sheet) "the property".
- 1.2 The commencement date of the lease shall be as per attached info sheet.
- 1.3 You may not cancel the lease before the end of this 3 month period but after this period has passed the lease shall continue until either one of us cancels the lease by giving one month written notice to the other.

2. The Date on which your lease starts

- 2.1 You must take –over the property within 14 days from the commencement date. If you do not do so it will be seen as a breach of this agreement as per section 17.
- 2.2 If you do not take over the property on the commencement date but sometime before the 14 days has passed, you will pay the rent from the day that we made the property available to you, that is, if we give you the property on the 12th day of the month you will pay for the remainder of that month and not for the full month. E.g. If the rental is R100 per month, you will pay as follows, $R100/31=R3.22$ per day X 11 days= R35.42.

3. Use of Premises

- 3.1 The Premises will be used for the purpose set out in the Schedule.
- 3.2 The Premises will be used and occupied personally by the Tenant and the Tenant's family, and the tenant's family, and no other person will live in the Premises, save for those persons listed on the Schedule, as set out in clause 3.3 below.
- 3.3 The Tenant shall give to the Landlord –
 - 3.3.1 the full names and surnames
 - 3.3.2 a mobile telephone number, to the extent applicable;
 - 3.3.3 an email address, to the extent applicable;
 - 3.3.4 a certified copy of the identity document;
 - 3.3.5 in the cases of occupants who are below sixteen 16 (sixteen) years of age, a certified copy of the certificate;
 - 3.3.6 details of the employment position including without limitation the job title;
 - 3.3.7 the full name and contact information of the employer;
 - 3.3.8 a copy of recent salary slips which is not older than three (3) months;

3.3.9 a copy of recent bank statement which is not older than three (3) months;

3.3.10 details of any financial or other assistance received by the occupant from his/her employer(s), to the extent applicable

3.3.11 details of any special needs (including without limitation physical and/or mental disabilities or other health needs), to the extent applicable; and

3.3.12 for access control purposes –

3.3.12.1 biometrics, including but not limited to a set of fingerprints and a retina scan, of each of the persons who shall live on the Premises, which information shall be included on the Schedule, and in this regard, the Tenant agrees to provide accurate and current information, and not to misrepresent any person.

3.4 It is the responsibility of the Tenant to ensure that the Landlord has the most recent information in respect of each of the persons who live on the Premises on record and shall therefore be required to furnish the Landlord with updated information in the event that any of the information set out in clause 5.3 changes for any reason whatsoever.

3.5 No persons whose names have not been so included on the Schedule shall be allowed to live in the premises.

3.6 The Tenant shall provide the Landlord with an income declaration in respect of each of the persons who live on the Premises (combined monthly household income), which information shall be provided by the Tenant to the Landlord following a request for such information by the Landlord.

4. STORAGE OF PERSONAL INFORMATION

4.1 The Tenant consents to the Landlord's storage of the personal information as set out in clause 3.3, including but not limited to the certified copy of the identity document, and set of fingerprints of each occupant of the Premises listed on the Schedule as set out in clause 3.3.12.

4.2 The Tenant furthermore consents to the Landlord performing a credit and criminal check for the purpose of ensuring his/her credit worthiness and criminal record, respectively, prior to entering into this Lease with the Tenant.

4.3 The Tenant acknowledges that the Landlord shall be entitled to use surveillance cameras at the Premises to ensure the safety and security of the tenants, visitors and its employees and furthermore consents to the Landlord's use of such surveillance cameras.

- 4.4 The Tenant further acknowledges that the Landlord shall be entitled to use biometrics, including but not limited to a set of fingerprints and a retina scan for access control purposes furthermore consents to the Landlord's use of such biometrics.
- 4.5 The purposes for which the Landlord will use the Tenant's personal information are –
- 4.5.1 to verify the information provided by the Tenant in his/her application and its attachments (including but not limited to contacting the Tenant's listed sources of income, conducting a credit check and a landlord check);
 - 4.5.2 to determine the appropriate unit type and size;
 - 4.5.3 to establish an access control system
 - 4.5.4 for the use by a relevant service provider to provide the Tenant with electricity, water and sewerage services (utilities), to bill the Tenant for such services and to respond to the Tenant's inquiries about utilities and such billing;
 - 4.5.5 to ensure the safety and security of all occupants of the Premises;
 - 4.5.6 to compile tenant registers, which may be used by the Social Housing Regulatory Authority, Provincial Authority and Local Government Authority to ensure that the Landlord has complied with its required numbers of primary and secondary target market rentals;
 - 4.5.7 to maintain the Landlord's recorded information on the Tenant;
 - 4.5.8 to assist the Landlord's auditor in verifying the Landlord's financial records;
 - 4.5.9 to contact the necessary services or the Tenant's next-of-kin in the case of an emergency or for compassionate reasons;
 - 4.5.10 to determine what kind of support may be valuable to assist the Tenant in living successfully in the housing provided by the Landlord;
 - 4.5.11 to respond to any disputes that may arise during the Tenant's tenancy (including but not limited to disclosing the Tenant's personal information to any third party working on the

Landlord's behalf and to credit bureaus and other businesses that provide credit or rental history information about the Tenant);

- 4.5.12 to assist the Landlord in the collection of accounts (including but not limited to disclosing the Tenant's personal information to any third party working on the Landlord's behalf);
- 4.5.13 to satisfy certain legal and regulatory requirements;
- 4.5.14 to prevent fraud with respect to both the Tenant and the Landlord;
- 4.5.15 to distribute relevant information and publications of the Landlord; and
- 4.5.16 for disclosure to a third party in connection with the potential or actual sale, re-organisation, merger, consolidation or disposal of the business of the Landlord.

5. The Monthly Rentals you must pay

- 5.1 The amount you must pay us each month is as per attached info schedule in advance*. This does **not** include your water, electricity, refuse and sewer. These you must pay for separately (see clause 7).
- 5.2 You must pay your rent on or before the **1st** of each month without making any deductions. You will receive a statement every month showing what you must pay and the bank account details.
- 5.3 Only payment by debit order will be accepted.
- 5.4 Your first month's rent **and deposit** of two months rent (as per info schedule) must be paid before you will be allowed to take occupation of your unit.
- 5.5 If you do not pay on the first day of the month we will start with the eviction procedure as described in Annexure 'G'

The amount you must pay will be increased on the 1st day of March of every year so that your rental keeps pace with cost increases and inflation. We will give you 2 months notice of the extra amount you must pay because of the increase. The amount will increase on this date with no relation to your occupation date. Your deposit will increase on this date so that your deposit is always equal to 2 months' rent.

6. The Deposit you must make

- 6.1 You must pay us a deposit as per attached info sheet before you will be allowed to sign this agreement. The deposit you have to pay will increase with the same amount as the rent increase on the 1st day of March.

- 6.2 If you have not damaged the property during the lease and have paid all your rentals and outstanding utilities then the full deposit together with the interest it may have earned will be paid back to you 14 days after the end of the lease.
- 6.3 We will use this deposit to repair any damage you may make to the property during the lease or to pay for any money still outstanding to us.
- 6.4 If there is any money left over from the deposit after we have repaired the property or paid your outstanding moneys, it will be paid to you together with any interest within 21 days after the end of the lease.
- 6.5 Your deposit will be held in an interest bearing account.

7. The People who may stay in the Property

Only the people named on the attached info schedule may live in the property with you.

8. Inspection of the property

- 8.1 We will inspect the property with you before the start of the lease and we will make a list with you of any damage that there may be to the property before you move in. You will not be responsible for this damage or any other damage you may find and report to us within the first 10(ten) days after the Commencement Date. You must repair at your own cost any other damage made by yourself, on the inside or outside, of the property during the lease.
- 8.2 Any structural damage found will be repaired by us.
- 8.3 We may inspect the property during the lease to check if you have damaged it in any way. If we find any damage it will be pointed out to you and will be fixed by Madulammoho and paid by you
- 8.4 Within 14 days before the end of the lease we will inspect the property with you and make a list of all the things that are damaged. . If we find any damage it will be pointed out to you and will be fixed by Madulammoho and paid by you.
- 8.5 Within 7 days of the end of the lease we will inspect the property again for any damage. If there is any damage we will use your deposit to have it fixed.
- 8.6 We will notify you of the date of inspection. Should you fail to attend the inspection we will continue to inspect the unit without your presence. Should we fail to inspect your unit we would not deduct damage charges from your deposit as mentioned in point 6.5 above

9. Other costs you must pay for

You must also pay for the following things as per attached info schedule: -

- 9.1 Administration fee and key deposit
- 9.2 Water and electricity;
- 9.3 All our legal costs if you breach this agreement;
- 9.4 A penalty if you pay later than the 1st of the month to cover our bank costs and extra administration.
- 9.5 Any bank charges as a result of your debit order not going through
- 9.6 Hot water used will be charged to you. Every unit has a separate meter for hot water.

10. Insurance

We will insure the property at our cost against fire, floods and other acts of God. You must insure everything inside your unit including but not limited to water damage, lightning damage, theft etc. Madulammoho will not be responsible for any damages to your property or vehicle under any circumstances.

11. Alterations to the property

- 11.1 You must not make any alterations to the property unless we have agreed to it. If you do make alterations without our permission, we will charge you to have them removed. Please note that if we allow you to make any alterations you will not be repaid for these.
- 11.2 You will not be allowed to make any structural changes to your units, i.e. break down or build additional walls, carports or any such things.
- 11.3 You may not change the colour of your unit without written permission.

12. Subletting

You may not lease the property to any other person. If you are not staying in your unit for more than 30 days without letting us know, it will be considered as a breach of this agreement as contemplated in clause 19

13. Your Responsibilities

This is what you must do -

- 13.1 Only use the property as a house to live in;
- 13.2 Keep it clean and tidy;
- 13.3 Do not disturb your neighbours;
- 13.4 Not interfere with the electrical wiring or plumbing;

- 13.5 Will not cause any blockages of any sewerage, water pipes or drains;
- 13.6 Pay a penalty of R50 if you pay later than the first of the month.
- 13.7 Obey the House Rules that are attached to this document.
- 13.8 A one calendar month written notice of termination should be given in order for your deposit to be refunded. Failure to do so may result in you being charged for the next month's rental.

14. Our Responsibilities

We will -

- 14.1 Give you a statement for your monthly payments;
- 14.2 Check on the premises throughout the lease;
- 14.3 Make sure the property is maintained correctly.

15. Exclusion of Liability

Neither you nor anyone else may claim anything from us if you or that person is injured, dies or suffers damages whilst on the property including the parking area and you indemnify us against any claims that may be made by a person visiting you with or without your permission except where we or any one of our agents are found to be negligent.

16. Signs and Advertising

You must not put up any posters, advertisements or other notices either on the inside or the outside, including the windows.

17. Window glass

You shall be responsible for any window panels that may be broken or damaged on your unit.

18. Parking

- 18.1 If available you will be allocated a parking bay referred to on the information sheet attached to this document. Please note that we may change the position of the bays you may use from time to time. You must make sure that you and your visitors use only those parking bays allocated to you and no others.
- 18.2 You may not rent your parking bay to any other person.
- 18.3 You may not leave a broken car on the parking bay for longer than 1 week.
- 18.4 If your car drips oil or dirties the parking bay we will ask you to clean it or clean it for you and charge you.

18.5 you understand that there is not a parking bay for every unit and that parking is reserved on a first come first serve basis

18.6 All parking is used at your own risk

19. Breach of this Contract

If you do not keep to this agreement, we will send you a letter asking you to correct the matter immediately. If you do not do so within 20 business days from receiving the letter we may -

19.1 Immediately claim all money owing to us, and/or;

19.2 Claim any damages we may suffer from you and/or;

19.3 Cancel this agreement and start with the eviction process as described in Annexure 'G'

20. Address to which letters and notices must be sent (as per info sheet)

The addresses given here are the ones to which all letters or notices of any kind must be sent:

20.1 Our address

4th floor
16 Kapteijn street
Hillbrow
2038

20.2 Your address

As per info schedule

21. The entire agreement

This is the whole contract and no changes may be made to it unless these changes are in writing and signed by both you and us.

22. Annexures

The following annexures are included and form part of this Lease Agreement:

- Annexure 'A' - House Rules
- Annexure 'B' - Debit order authorisation form
- Annexure 'E' - Declaration of Communication

23. Training

We will provide additional training workshops from time to time that will be compulsory.

24. Telephone (if applicable)

Every unit will be given a telephone which is also used as an intercom to talk to the security or house manager. A deposit is paid as per the information sheet and will be given back to you when leave if the phone is in good condition. The phone is not optional and is for the security and house manager to communicate with you when you have a visitor or in case of an emergency. This phone can also be used to make calls for which you will need to buy airtime at the different vendors. If the phone is lost or damaged, the replacement value of the phone at that time will be charged to you.

25. DSTV

Every unit has a DSTV access point. If you want to use this point it must first be activated. A once off activation fee of R350 will be charged. This DSTV point will be maintained by us and you will be charged a monthly levy of R35. You must bring your own decoder and pay your own service provider for your DSTV programmes. Nobody is allowed to put up his own satellite dish. Any satellite dish put up by you will be confiscated by Madulammoho (Applicable to Jabulani Views and Fleurhof Views only).

26. Visitors

Visitors must strictly adhere to our visitor policy as displayed in the security office.

Declaration of communication

I hereby declare that the following has been communicated with me and that I understood it. I was given the chance to have these interpreted in a language of my choice.

(Please do not sign this agreement if you do not understand the following)

1. This accommodation is only rental and no ownership has been promised to me
2. My Rent and Deposit will increase each year in March
3. I will be charged for utilities like water, sewage, electricity, gas and refuse over and above my rent. These charges are from the utility provider as per usage.
4. I must pay a deposit of two months' rent
5. My deposit will only be refunded if there is no rent, utilities or other maintenance charges outstanding.
6. I understand the house rules and will abide by it
7. I have read and understood the lease
8. I am not allowed to put up my own satellite dish

- 9. I understand that if my rent is not paid in term of this agreement, this agreement will be terminated and an eviction process will be implemented
- 10. I understand that Parking is limited and I will have to apply for parking if there is parking available
- 11. I understand that Madulammoho housing is a private company and this property does not belong to the municipality or government
- 12. Applicable to Jabulani Views and Fleurhof Views: I understand that I will be charged a hot water base charge of R60.00 regardless of my hot water usage.
- 13. I understand and accept that the social housing units are not managed by the municipality and therefore are not the same.
- 14. I willingly choose to rent a social housing unit and will abide by the criteria and rules as set out by Madulammoho.
- 15. I understand that if I lose my income and cannot afford the rental any more, I must give notice of termination of this agreement and move out of the unit.
- 16. I do not own property and have never owned property previously (including land or a RDP house).

[Empty box for signature]

SIGNED at Johannesburg on _____ 2019.

For and on behalf of **you**

Witness

For and on behalf of **us**

Witness