

**HK** \_\_\_\_\_

(Your room reference  
number)

**NSFAS STUDENT  
ACCOMMODATION**

# STUDENT ACCOMMODATION

# FIXED LEASE AGREEMENT

**BETWEEN**

Hlala Kamnandi Properties  
(THE "LESSOR")

AND

FIRST NAME AND SURNAME (THE "LESSEE")

**LEASE SCHEDULE**

PARTIES

## PARTIES

OWNER/LESSOR	HLALA KAMNANDI PROPERTIES CC 2002/058366/23	REPRESENTED BY	
TENANT/LESSEE		IDENTITY NUMBER	
STUDENT NUMBER			
TENANT/LESSEE (SHARING)		IDENTITY NUMBER	
STUDENT NUMBER			
PLACE OF RESIDENCE/DOMICILE (HOME)			
POSTAL ADDRESS			
TELEPHONE		MOBILE	
EMAIL		FAX	
NEXT OF KIN NAME (PARENTS)		NEXT OF KIN PHONE	
NEXT OF KIN ADDRESS			
NEXT OF KIN IDENTITY NUMBER			

## PREMISES

HK ROOM NUMBER	HK	HOUSE ADDRESS	
MONTHLY RENTAL	R	per person	( Thousand Hundred and Rand per person)

ELECTRICITY PER PREPAID METERS / WATER INCLUDED AS PER CITY COUNCIL TARRIFS AND  
MAXIMUM AMOUNTS DESCRIBED BELOW

## TERMS

LEASE STARTS

01/ 02/201\_

OCCUPATION DATE

RESERVATION AMOUNT

LEASE ENDS

31/11/201\_

PERIOD IN MNTHS

10

NOTICE PERIOD

31/09/201\_

DEPOSIT AMOUNT

**ALL PAYMENTS MUST BE MADE INTO THE FOLLOWING ACCOUNT:**

HLALA KAMNANDI PROPERTIES/J GROBLER

FNB CHEQUE ACCOUNT

BRANCH: 250805

ACCOUNT NUMBER: 625 7361 7366

REFERENCE ON BANK DEPOSIT SLIP: HK(your room number)

**NO CASH WILL BE ACCEPTED AND NO LIABILITY WILL BE TAKEN FOR ANY CASH GIVEN TO ANY EMPLOYEE**

DECLARATION: I, THE LESSEE, HAVE NOT APPLIED FOR ACCOMMODATION NOR AM I ON A WAITING LIST ELSEWHERE (INCLUDING UNIVERSITY RESIDENCE). I UNDERSTAND THAT THIS IS A FIXED TERM LEASE AGREEMENT AND THERE IS NO OPTION TO CANCEL OR TERMINATE THIS AGREEMENT PRIOR TO ENDS DATE MENTIONED IN THE LEASE SCHEDULE. MY PARENT/ GUARDIAN/SPONSOR/BURSAR HAS SEEN THE RENTAL THAT IS PAYABLE FOR THE LEASED PREMISES AND THE TERMS OF THIS AGREEMENT AND AGREES THAT SUCH RENTAL IS FINANCIALLY AFFORDABLE. I HAVE VIEWED THE PREMISES AND FIND THAT THE PREMISES ARE ACCEPTABLE AND I ACKNOWLEDGE THAT THE ACCOMMODATION IS PROVIDED WITHOUT CATERING FACILITIES.  
I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS LEASE AGREEMENT.

SIGNED at Johannesburg on this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

AS WITNESSES:

1. \_\_\_\_\_

FOR Hlala Kamnandi Properties

2. \_\_\_\_\_

LESSEE

LESSEE

# CONDITIONS

## THE PREMISES

The Lessor hereby lets to the Lessee who hereby hires from the Lessor the Premises. This is a commercial transaction whereby the Lessee rents the full premises of 34 Hampton Rd, 36 Hampton Rd, 1 Putney Road, 3 Putney Rd, 7 Putney Rd, 9 Putney Rd Rossmore and 26 Fulham Str, Brixton. A minimum of 90 people will be housed with potential of up to 100 people.

## THE PERIOD AND RIGHT TO LEASE

The lease shall commence on the Lease Start date and terminate on Lease Ends date as set out in the Lease Schedule. The lease is for a fixed term period without variation, cancellation or early termination options.

## RENTAL

The rental payable for the period of the lease is the monthly rental per month as stated in the Lease Schedule. Rental shall be payable monthly in advance on the first day of each and every month of this lease and any extension thereof without deduction, or set-off whatsoever. The rental is payable directly into the Lessor's bank account as set out in the Lease Schedule or such other bank account as the Lessor may from time to time direct. The Lessor reserves the right to charge a fee of not less than R250 should the Lessee not make payment by the 7th day of every month.

Rental will be paid by the Lessee, in bulk, on behalf of the tenants. The Lessee will be responsible for the payment of a minimum of 90 places for 10 months at the agreed rental amount, irrespective of people staying or not.

## DEPOSIT

On signature hereof the Lessee shall pay the deposit and the first month's rent to the Lessor as set out in the Lease Schedule. The Lessee shall not be granted access to the premises until such time as these amounts are paid. On the Termination Date, the Lessor shall refund the deposit to the Lessee after deducting any room and/or building damages. No interest will be payable on such deposit.

## USE OF PREMISES

The Premises shall be used for residential purposes only and for no other purpose whatsoever and the Lessee shall not cause or permit any disorderly conduct of whatsoever nature upon the Premises, nor do or permit to be done any act, matter or thing about the Premises which shall constitute a nuisance or any inconvenience to the neighbours or any other person or persons. The House Rules form an integral part of this agreement and need to be adhered to by the Lessee at all times. A breach of the House Rules will constitute a breach under the Lease Agreement.

## CESSION AND ASSIGNMENT

The Lessee shall not cede or assign this lease, either in whole or in part, nor sublet the Premises or any portion thereof, nor permit or allow any other person or persons to occupy the Premises or to reside thereon or to obtain possession thereof, with or without remuneration.

and water consumed upon the Premises. This amounts to R150 per month per person.

The Lessor reserves the right to increase the rental should the amount of electricity and water consumed be greater than R150 per month or alternatively charge the difference between R150 and the actual amount per person.

The due amount will be calculated by dividing the total water and electricity expense for the specific premises through the number of people residing on the premises. The Lessee will be responsible for the total amount water and electricity owing for the total lease period should it be applicable.

## INSURANCE PREMIUMS

The Lessee shall not bring, nor permit to be brought, upon the Premises any goods, furniture or effects which may by their nature increase the rate of insurance premiums payable by the Lessor or vitiate the fire insurance policy held by the Lessor or which may be impregnated by any wood borer, termite, or any other wood destroying insect of any kind.

## BYE-LAWS

The Lessee shall strictly observe all Government, Provincial and Municipal Laws, Bye-Laws and Regulations applicable to the Premises and the conditions of title of the Property.

## HOUSE RULES

The Lessor has imposed House Rules relating to the occupants of the Building which are aimed at protecting the safe and equal enjoyment of the use of the Building and the Premises for all the occupants of the Building.

The Lessee by his signature hereto hereby agrees to be bound by the House Rules relating to the Building and ensure that the Lessee, his guests or invitees at all times obey the House Rules. Failure to comply with the House Rules will constitute a breach of this lease. Should the Lessor cancel this lease due to the Lessee's breach of the House Rules, the Lessee will forfeit any rental paid for the month and the deposit paid.

## SECURITY

The Lessor shall be entitled to install such access security measures to the Building as it, in its sole discretion may decide and the Lessee shall be obliged to comply with any procedures or rules relating to that security.

## LESSOR'S MAINTENANCE

The Lessor shall be responsible for maintaining the main walls, roof and other structural parts of the Building in good order and repair. The Lessor shall not be responsible for any loss or damage which the Lessee may sustain as a result of the main walls, roof or other structural parts of the Premises being or becoming in a defective condition nor as a result of any act or omission on the part of the Lessor or his servants.

## LESSEE'S MAINTENANCE

The Lessee acknowledges that at the Lease Start date the Premises and the furniture in the Unit is in good order and condition and that all keys, locks, glass windows, electrical installations and other appurtenances are likewise in good order and condition. The Lessee hereby agrees and undertakes to keep and maintain the Premises and the furniture situate therein in

good order and condition and in a clean, sanitary and tenantable condition during the currency of this lease and any renewal thereof and undertakes that at the termination of this lease it will return and redeliver the Premises and the furniture to the Lessor in like good order, condition, fair wear and tear only excepted. The keeping and maintenance of the Premises and furniture in good order and condition shall be deemed to include, inter alia, maintenance and repairs where necessary to all furniture, doors, windows, electric bulbs and connections, taps, drains, sewerage and the keeping of all sewerage free from blockage. Should it be found by the Lessee after taking occupation of the Premises that there are items of the Premises or of the furniture that are not in good order and condition, then the Lessee shall notify the Lessor of such other items within 7 (seven) days of the Lease Start date of this lease failing which such items shall be deemed to have been handed over in complete good order and condition.

Should the Lessee fail to comply with the a foregoing conditions, the Lessor may on behalf of the Lessee expend any sum necessary for the maintenance etc. as referred to in this paragraph, and any amounts so spent shall be payable by the Lessee to the Lessor on demand.

## ELECTRICAL INSTALLATIONS

The Lessee hereby undertakes in no manner whatsoever to interfere with the present electrical installations on the Premises without the consent of the Lessor first had and obtained and shall affix or connect no electric lamps, motor or heaters other than those designed for use for the electric current supplied to the Premises. Damage done to such electrical installations by "short circuits" shall be made good by the Lessee.

## DAMAGE TO THE PREMISES

The Lessee shall not drive nor permit to be driven any nails or screws into the walls, doors or ceilings of the Premises or any portion of the Premises. The Lessee shall not make or permit any alterations, additions or improvements to the Premises without obtaining the prior approval of the Lessor, in writing. The Lessee will not use "Prestic" to put up any object on the walls, doors and ceilings.

## INSURANCE

The Lessor shall insure and keep insured to the full value thereof the Building against risk of damage by fire and other risks as the Lessor may require. The Lessee shall be responsible, if he so desires, for effecting in his own name a policy or policies to cover his possessions and the other effects upon the Premises and shall pay the premiums in respect thereof. The Lessor shall not be responsible for any loss or damage or any personal injury suffered by the Lessee or his visitors or invitees, in the Building, irrespective of whether such loss or injury is caused by fire, storm, riot, civil commotion, theft, robbery, accident or other cause whatsoever.

**Initial here**

## ELECTRICITY AND WATER

Included in the rental is the charge for the use and consumption by the Lessee of all electricity

# CONDITIONS

## LESSOR'S ACCESS

The Lessor or his agent shall be entitled at all reasonable times to enter the Premises and Unit to inspect the condition thereof (which will be done at least once a month) and with its workmen, agents or others, to execute such repairs to the Premises and Unit, both external and internal, as shall be compatible with the proper repair and upkeep of the Premises, Unit and the Building.

## KEYS

The Lessee shall be handed prior to the Lease Start date, the keys to the Unit being a full set in number and undertakes that upon termination of this lease he shall return to the Lessor not less than the aforesaid number of keys. In the event of the Lessee misplacing the Keys, new keys will be provided by the Lessor, at the Lessee's expense.

## DAMAGE TO THE PREMISES

The Lessee shall be liable for any damages done to the Premises, Unit and/or the Building or any part thereof.

## DESTRUCTION OF THE PREMISES

Should the Building in which the Premises is situate be destroyed by fire or through any other cause during the period of this lease in such manner to render the Premises untenable, then this lease shall in consequence be terminated. Should the Building be only damaged or partially destroyed by fire or through any other cause, but the Premises remains tenable then this lease shall not be terminated and the Lessee shall continue to pay the rent payable.

## BREACH

In the event of the Lessee failing to pay the rental by the 1st day of the month and fails to make payment within SEVEN (7) DAYS (or such longer reasonable period to which the Lessor consents in writing) then and in either event it shall be lawful for the Lessor but it shall not be obliged to:

- i. cancel the lease and to enter into and take possession of the leased premises and any goods therein, without prejudice, however, to any right of action which shall have accrued or shall accrue to the Lessor against the Lessee in respect of arrear rental or damages which right of action shall remain of the same force and effect as if the Lease had never been cancelled, and
- ii. in such an instance the Lessee shall vacate the premises with immediate effect, and

iii. the Lessor shall not be obliged to refund any monies or deposit held to the Lessee.

Should the Lessee want to terminate the lease prior to the Lease Ends date, the Lessee shall be obliged to pay the Lessor a penalty equal to the rental of the remainder of the lease term and will forfeit the deposit held by the Lessor.

## CONTRAVENTION

Notwithstanding anything elsewhere herein contained, should the rental payable or any sum or sums payable by the Lessee hereunder not be paid on due date, or should the Lessee in any other respect contravene any one or more of the provisions of this lease or the House Rules of the Building, or fail in the observance of any one or more of the provisions of this lease or the House Rules of the Building, the Lessor shall, notwithstanding any prior waiver on his part of any of his rights hereunder and without prejudice to any other rights which he may have according to law, immediately and without prior notice, be entitled to cancel this lease and to obtain repossession of the Premises and for that purpose to take whatever action may be necessary for the ejection of the Lessee and/or any other occupant thereof.

The Lessor's rights in terms of this clause shall be without prejudice to any claim he may have for rental already due and for such further damages as the Lessor may sustain by reason of the Lessee's breach of this lease.

## DOMICILE

Any notice required to be given under this lease shall be sent in writing to the Lessor at PO Box 1314, Cramerview, 2060 and must also be faxed to 086 642 5082 or such other address as the Lessor may stipulate in writing from time to time, and to the Lessee at the domicile referred to in the Schedule or such other address as the Lessee may stipulate in writing from time to time, at which addresses they respectively choose "domicilium citandi et executandi". Any notice to be given by either party to the other shall be of no force or effect unless sent by prepaid registered post.

## EXTENSION

Notice of termination of the lease agreement must be received by the Lessor in writing 2 months before the lease agreement expires. Should the Lessor not furnish a written notice 2 months before the expiry of the rental term, it will be deemed that the lease agreement is renewed by the Lessor for another term similar to the previous term

## ENTIRE AGREEMENT

It is hereby further specifically agreed that this agreement contains all the terms and conditions of the contract of lease entered into by the Lessee and the Lessor and the Lessee acknowledges and agrees that any representations, which may have been made by any other person that the Lessor shall not be binding or enforceable against the Lessor.

## INVALID CLAUSE

In the event that of any clause in Lease being held to be invalid, void or unenforceable for any reason, it is agreed between the parties that such clause shall be severed from the remaining clauses of the Lease, which Lease shall be deemed to be valid and enforceable.

## INDEMNITY

Neither the Lessor, its agent, employees, invitees, mandataries or contractors shall be liable for any damages, injury, loss of possessions or loss of life caused to the Lessee, the Lessee's property or the Lessee's invitees, for any reason whatsoever, whether directly or indirectly. The Lessee indemnifies the Lessor against any loss or damage that the Lessor may suffer in consequence of any act of the Lessee, the Lessee's guests, visitors, invitees, agents, mandataries performed in or about the premises; and against any loss or damage that the Lessor may suffer as a result of the non-compliance by the Lessee with any provision of this agreement or the House Rules.

Should the Lessee leave any possessions in the Unit outside of the Period and Right to Lease as set out above, the Lessor will not be responsible or financially liable for any damages, theft, loss or the like.

## SUCCESSORS IN TITLE

The Lease is entered into by the Lessor for itself and Successors in Title and assigns. The Lessee agrees that the Lessor shall be entitled to dispose of the property during the term of the Lease. The sale of the property by the Lessor during the period of this Lease shall not affect the terms of the Lease in any way whatsoever nor entitle the Lessee to resign from the Lease or to claim damages as a result thereof.

## SHARING

No sharing is allowed unless agreed to by the Lessor in a lease agreement. If a person do share with the consent of the Lessor, and one of the parties sharing move out, the remaining Lessee will be responsible for the total agreed amount for the unit the Lessee occupies for the full term of the contract.

The lessee understands that Hlala Kamnandi Properties is renting from a landlord and that the Lessee remains responsible towards the owner/landlord of the property.

# HOUSE RULES

## WATER AND ELECTRICITY CONSUMPTION

Included in your rental is an amount allocated for the use of water and electricity. In order to maintain the maximum level agreed, we request that you:

- use only the minimal amount of electricity required. Please switch off all lights and electrical appliances while not in use or when you leave the room;
- heaters are not allowed;
- water should be used sparingly. Please report any leaks to the security/building manager as soon as they are noticed;
- dump rubbish (including food uneaten or stale) in the dust bins provided;
- keep the bathrooms and kitchens in a clean state as you would like to find them;
- ensure that all stove plates and ovens are turned off when not in use.
- Baths use much more water than showers.
- Geysers and any appliance that generates heat are using the most electricity.
- Water and electricity used for the upkeep of the premises is for the account of the Lessee.

Should we find that the electricity and water charge for the building exceed that provided for, we will be obliged to increase the rental to accommodate the electricity and water shortfall.

## CONSIDERATION FOR OTHERS

Serious and disorderly behaviour that results in the disturbance of others (including, staff, fellow lessee's and neighbours) may lead to immediate termination of the lease agreement. In such cases you will be liable for the full charges set out in lease agreement.

Playing of music or other sounds at unreasonable levels is strictly forbidden. The Lessor reserves the right to confiscate at the Lessee's risk any music equipment in the event that the Lessee does not adhere to this rule. Such equipment will be returned to the Lessee at the end of each semester.

Shouting, calling or talking in a raised voice is not acceptable. Running in corridors or in any other areas of the building is not permitted.

## CARE OF THE BUILDINGS, COMMON AREAS AND ROOMS

You must keep your room clean and tidy at all times. Bed linen should be changed and washed at least once a week. The furniture provided (if applicable) in your room may not be removed from your room, or the building, without our prior consent. The full cost of repairing any item of furniture or electrical appliance provided by us will be charged to you with an appropriate administration charge of not less than R100.

Insects and rodents are a health hazard - all food kept in your 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. All rooms are

inspected regularly. Any damage found to the room on inspection will be billed directly to you on a month to month basis.

Should we find that the state of your room is such that there may be a potential health hazard, you will be formally requested to clean your room. Should you consistently keep your room in such a state we will arrange for the room to be cleaned and all costs will be for your account.

You will ensure that prior to vacating the room, for weekends, vacations or otherwise, that your 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. We reserve the right to clean your room in your absence and hold you accountable for costs incurred (which will not be less than R50) and we will not be held responsible for any losses.

## Cooking of food in your room is strictly forbidden.

You may not remove any microwave ovens of hot-plates supplied from the communal kitchen for cooking in your rooms or otherwise. Clothes or other items may not be hung from the windows of the building.

No posters or other items may be permanently affixed to the walls, windows or furniture of your room or any other part of the building.

It is in your best interests to keep the building in a clean state, please do not soil, mark, litter or damage the common areas of the building. 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 building is a smoke free building. Smoking, drinking or the taking of drugs is strictly prohibited within your room and in the common areas of the building. Consumption and storage of alcohol is not allowed in your room or in the building. You will not use, store and sell non-prescription drugs or narcotics in the building. Should alcohol or any form of drugs be found on your person or in your room, we reserve the right to immediately terminate the lease agreement and take whatever legal action that may be necessary against you.

## MEDICAL CONDITIONS AND DISABILITIES

Should you suffer from any medical illness or disability, we would appreciate you notifying us so that we are in a position to be of assistance in the event of a medical emergency.

## SECURITY AND SAFETY

We cannot be held responsible for any losses that you may incur whilst residing in our buildings. In light of this, please keep your room locked at all times and ensure that the windows are fully closed when you are not present in your room. The key for your room must never be given or

lent to any other person. You should ensure that there are no key tags or identification that would make it easy to identify the room or building that the key belong to.

It is vital that you take good care to ensure that you never leave your keys in a place that they could be stolen or lost. We will not be held responsible for any theft or burglary involving your possessions.

No keys for the entrance gates may be given to any person at all.

Lost keys lead to the issuing of new keys and you will be held responsible for the cost of and the issuing of replacement of new keys (approximately R120.00) together with an administration charge as a locksmith will be required to be called in.

Tampering with any security, electricity or firefighting equipment is a serious offence and is strictly forbidden. Should you tamper with the equipment in any way, we reserve our right not only to have you arrested but to lay criminal charges against you. The cost of restoring such equipment will be for your account (minimum charge of R2500 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 your room or any other part of the building.

We reserve the right to search bags (yours or your visitors) at any time and confiscate any firearms, weapons, alcohol, drugs or any other illegal substance.

## VISITORS

Visitors are welcome provided they observe these house rules and the lease agreement. No student may have more than TWO visitors at any given time. You will be required to fetch all visitors from the entrance gates. No visitors are allowed to remain in the building or on the premises without your presence. Should you leave the building or premises, your visitors must also leave the building or premises. You will be wholly responsible and financially liable for any damages caused by your visitor. Visitors have access to the building from 9h00 to 23h00.

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 R500.00 per visitor per night for the room.

Prior arrangements can be made for visitors to be accommodated in our buildings at a cost of R200.00 per visitor per night payable upfront. Management reserves the right to place further

# HOUSE RULES

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 building is compromised in any way.

## GENERAL

Firearms or any form of weapon, eg. knives, batons etc, is strictly forbidden.

No group meetings or demonstrations will be permitted without our prior approval.

Pamphlets of any nature may not be placed or handed out in the building without our prior consent.

Cooking utensils and cutlery may not be stored or piled without being cleansed. Failure to do so will result in confiscation of such utensils and a release fee of R150 will have to be paid.

Do unto others as you want them to do to you.

Failure to observe these House Rules will constitute a breach of the Lease Agreement and may lead to termination of the Lease.