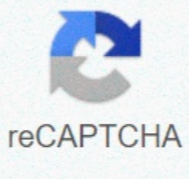




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Lease agreement doc south africa

A one (1) page lease agreement is made between a landlord and tenant to create a simple rental arrangement. The lease may be for a fixed term or a month-to-month basis with general terms such as monthly rent, start and end dates, and utility responsibilities mentioned. This agreement may be used for residential use only and does not include any required State disclosures. Table of Contents Lead-Based Paint Disclosure - Must be attached if the housing structure was built prior to 1978. Download: Adobe PDF Move-in Checklist - Required in some States and use to protect the tenant's security deposit by marking down all known defects on the property at the start of the lease. Download: Adobe PDF, MS Word, OpenDocument Rental Application Rental Application - Use to properly screen individuals before accepting for tenancy. Upon completion by the potential tenant, the landlord will be able to conduct a criminal and credit background check. Download: Adobe PDF, MS Word, OpenDocument Sample - 1-Page Lease Download: Adobe PDF, MS Word, OpenDocument How to Write Download: Adobe PDF, MS Word, or OpenDocument I. The Parties (1) Agreement Date. Input the document date for this agreement. Generally, this is the day the agreement has been signed by both Landlord and Tenant. (2) Landlord Identity. The Party responsible for providing the premises to the Tenant for rent must be identified as the Property's Landlord. This Party can also be a Property Owner who deals directly with Tenants or a Property Management Company that handles Landlord responsibilities. In addition to the Landlord's legal name, the mailing address where this Party can be reached by the Tenant must be dispensed. Be advised, the Landlord Address will be where the Tenant will send any legal notices concerning this lease. (3) Tenant Information. Every Tenant who shall pay rent in exchange for the right to access and occupy the premises through this agreement must be identified with an entry of each one's name and formal mailing address. II. Lease Type [Choose Option 4 Or Option 5] (4) Fixed Lease Option. Many written leases will be in effect for one year or longer and carry the condition of terminating only upon a certain date. If this agreement will operate under such conditions then, mark the checkbox "Fixed Lease." After choosing this checkbox, the statement attached to it must be supplied with the first calendar date when the Tenant may occupy the premises as well as the final calendar date of his or her occupancy. If neither Party wishes to commit to the terms of this agreement for a predetermined period of time then, continue to review the next option. (5) Month-To-Month Lease. Agreements that are under a year will often operate on a month-to-month basis. That is, both Parties (Landlord and Tenant) will allow each other to terminate the lease at any time with a predetermined number of days' notice. If this lease will be in effect on a monthly basis, then choose the checkbox "Month-To-Month Lease." This selection requires that the starting date of the lease be reported to its content. Additionally, the number of days notice that one Party must give the other as warning of the intention to terminate this agreement must be established. It should be mentioned that in many states, the number of days one Party will be expected to give the other as a warning that he or she will terminate a month-to-month lease must be compliant with current statutes of that state. III Payment Terms [Select And Complete All Applicable Payment Terms] (6) Monthly Rent Payment. Generally, the amount of money the Tenant will be obligated to pay the Landlord in exchange for right to occupy the premises will be due once a month. If so, then the "Monthly Rent" checkbox should be selected. Additionally, report the dollar amount that the Tenant must pay the Landlord then, the two-digit calendar day of the month when this rent payment is due. (7) Security Deposit Submission. A standard requirement that Landlords will set in place is the submission of a security deposit. This is the amount of money that the Tenant will be expected to give to the Landlord to hold during his or her tenancy. If the lease term ends with no costly violations or property damage caused by the Tenant, then the Landlord will return the full security deposit amount. Otherwise, for example in the case of property damage, the Landlord is entitled to keep the amount needed to effect repairs caused by the Tenant that are not considered normal wear and tear. The security deposit amount the Landlord may request as well as the timeline for the return are usually left up to the state where the property is located. If the Tenant must submit a security deposit then fill in the appropriate checkbox and report the security deposit amount the Landlord expects to receive by the time this lease is signed. (8) Last Month's Rent. If the Landlord intends to receive the amount that will be owed for the last month's rent before this lease is signed, then this option should be selected and the amount due entered. This requirement is often engaged to protect the Landlord from a Tenant who abandons the property in mid-term or without notice. (9) Additional Requirements. Notice that several blank areas have been placed in this section. If the Tenant must submit additional payments to enter this lease, then each such requirement must be documented. To this end, confirm that an additional fee is required by marking the checkbox next to a set of blank lines then (using the set of lines that follow the selected checkbox), define the reason for the additional payment, produce the dollar amount required of the Tenant for the newly defined payment, and dispense the due date for required for the concerned payment. If no additional payments will be necessary, then continue to the next area. IV. Utilities (10) Utility Exceptions. A standard responsibility placed on Tenants during their lease term is to obtain and maintain the utilities and services needed for day-to-day activities (i.e. electricity, waste disposal, on-site security). In some cases, a Landlord may have special utilities and services that he or she will assume for the lease term. For instance, the Landlord may cover the general maintenance or landscaping of the property. If this is the case, then list every utility and service that the Landlord will pay for during the concerned tenancy. If the Landlord will not assume payment obligations for any utility or service, then leave this article unattended or write in the word "None." For example, in quite a few Municipalities, the Landlord will be required to pay for the water a Tenant uses on the concerned premises. V. Other Terms (11) Agreement Provisions. The basics required to define the obligations that must be met by the Landlord and Tenant participating in this lease have been completed (unless local laws place additional requirements on the leasing of this property). For instance, some Municipalities may require disclosure attachments made for properties that required mold treatment while the federal government mandates a lead paint disclosure for properties built before 1976. Any additional paperwork or obligation considered a part of this lease (i.e. the Landlord offers a paid parking space option) should be documented in the fifth section. Neither Party will be responsible for living up to terms not listed within or that are not legally required for the lease of this property. However, if no other terms shall apply, leave this area blank or write in the word "None." Party Signatures (12) Landlord's Signature. This agreement can only be entered through the signature of the two Parties involved. To engage this agreement, the Landlord must sign and print his or her name to the completed document. (13) Tenant's Signature. Once the Tenant has reviewed the terms and conditions of this lease he or she will need to sign it then print his or her name. This lease will only go into effect after it is completed and signed by both Parties involved. A residential lease agreement is necessary when a tenant rents a property from a landlord for the purpose of living there and not for profit. It is also called a tenancy agreement, rental lease agreement, lease form or rental contract. Property rented to a tenant with a residential lease agreement include a house, apartment, condo, mobile home, basement suite, duplex, townhouse, room, rent-to-own options and other living spaces. The maximum duration of a residential lease is a fixed period of 24 months. Residential lease agreements and the law Residential lease agreements are governed by the common law; Constitution of the Republic of South Africa; Prevention of Illegal Eviction from and Unlawful Occupation of Land Act (PIE); Consumer Protection Act (CPA); Protection of Personal Information Act (POPI); and Debt Collectors' Act. Who would use a residential lease agreement template in South Africa? Homeowners about to rent property to tenants Tenants about to rent a place to stay Landlords, house rental agencies and tenant placement services Any individuals who are in a landlord-tenant relationship and don't have a written agreement Tenants or landlords looking to rent a property with the option to buy Attachments to the residential lease agreement The following documentation can be attached to the residential lease agreement: A list of existing defects relating to the property and the arrangement with regards to repairs The landlord's rental house rules and regulations An inventory of the furniture and contents of the property You can download a printable residential lease agreement for free below. A lease extension addendum is a contract that further extends the term of an existing lease agreement. The addendum will establish a new lease termination date that both the landlord and tenant agree to. In addition to extending the length of the term of the original lease, this addendum may also document any changes to the price of rent during the extended lease period. It is common for the original rent amount to differ (and increase) especially if the extension is for a short period. This amount will be stated as part of the addendum. All other conditions from the original lease agreement will remain intact. The lease extension addendum must be signed by the landlord and tenant. Once signed, the lease extension addendum is added to the current lease and is enforceable by law. Lease Extension Addendum vs. Lease Renewal Lease extensions and lease renewals both allow the tenant (and landlord) to continue to lease a property. However, if you want to extend your lease, you will want to identify which document is best for your circumstances. It is important to consider how the distinction between a lease renewal or extension might affect other promises and conditions in the lease agreement. While extensions and renewals have similar effects, there are some differences. A lease extension is a continuation of the original lease agreement. The parties to the lease continue the landlord-tenant relationship beyond the expiration of the original term of the lease. New provisions are adopted for a newly defined term. A lease extension addendum can be used to make minor changes to the conditions of an original lease such as the length of the new term, a change in rent, and/or other modifications. Unlike a lease renewal, a lease extension continues the original lease without interruption. By definition, a lease renewal is a new lease agreement. The parties to the lease renew their landlord-tenant relationship after the original lease has expired. A lease renewal can limit agreements that benefit the landlord or the tenant, whereas they will typically continue during an extension of the term. Additionally, if the original lease has been reassigned, a lease renewal could limit any remaining liability of the original tenant to the landlord. Under a lease renewal, there is a legal instant in time between the expiration of the original lease term and the commencement of the renewal term. There are many different reasons for using a lease extension addendum instead of a lease renewal. The most common situations are provided below: A tenant that has adhered to all of the original terms of the lease and a landlord that wishes to retain them, would use the same lease with an extension. This will bypass additional administrative work for writing a new lease and any fees associated with it by either party. A tenant needs additional time to find a new property or complete their move and does not require a full year or specific-term lease but several weeks or months. An extension to the lease, instead of a new lease, would make more sense in this situation. Shorter-term lease extensions are commonly month-to-month extensions with a higher rent amount as opposed to a one-year extension. Whether to renew or extend a lease agreement should be considered carefully—taking into consideration the potential benefits and drawbacks of each. Regardless of how to continue a lease is labeled, clear and explicit language reflecting your intentions may help avoid some of the unintended consequences of drafting either document. Consequences of not using a lease extension addendum. Without a lease extension, if a tenant remains in tenancy after the original lease concludes, the tenant becomes a holdover tenant and the lease converts into a month-to-month tenancy. Landlords are prohibited from renegotiating the cost of rent under month-to-month agreements while tenants are prohibited from renegotiating certain repairs or property related provisions. What to Include in a Lease Extension Addendum A lease extension addendum should include the following: Name of the tenant Name of the landlord Property address Date of the addendum The effective date of the lease extension The end date of the lease extension Disclosure of consequences for breaking the lease extension Rent amount during the lease extension Additional deposit (if applicable) for the lease extension Property care during the lease extension period Date and signature of the tenant Date and signature of the landlord How to Extend a Lease If you are looking to extend your lease you will want to follow these steps: Review your original lease. Locate your original lease agreement to determine its end-date. Additionally, note any changes to the original lease provisions that you would like to make if extended. The most common change to a lease extension is the rent. Depending on the current economic conditions in the area, either party may ask for it to be lowered or increased. Discuss your intentions. Contact the tenant to find out if they intend on extending the lease. And, if they were to extend the tenancy, would it be under the current terms or new terms. Send the lease extension addendum. Typically, the landlord will mail or deliver the addendum to the tenant(s). This addendum will be attached to the original lease agreement recording any changes that have been made to it. The remaining portion of the original lease agreement will remain intact. Sign the Addendum. If the landlord and tenant agree to the terms of the extension, they will both need to sign and date the addendum. commercial lease agreement doc south africa. rental lease agreement doc south africa. farm lease agreement south africa doc. commercial lease agreement south africa doc. basic rental agreement or residential lease word doc south africa. lease agreement template south africa word doc

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