

2026

LEASE AGREEMENT

STUDENT ACCOMMODATION

Enterdetween



(The Landbrd")



(student's name and ID number to be inserted)

("the Student tmant")

TENANT INFORMATION

Name●.....

Surname:

E-mail:

HomePhone#:

NIA

Cell Phone#:

Date of Birth (dd/mm/yyyy)

HomeAddress:

Province:

Institution Attending:

Postal Code:

Program:

Student number:

Gender:

IN CASE OF EMERGENCY AND GUARDIAN'S INFORMATION

Name:

Surname •

E-

mail:

HomePhone#:

Home Address:

INTERPRETATION

A month starts on the 1st day of the calendar month and ends on the last day of the calendar month.

LETTING OF PROPERTY

The student tenant intends to use the accommodation ("the premises") let to him/her in terms of this agreement of lease ("the lease") only for so long as she/he is a and remains a student and there is a valid lease agreement in place in respect of the Premises. It is accordingly agreed and recorded the Premises are not owned by the student tenant and do not constitute his/her permanent residence.

Appliances will be supplied and maintained In working order as indicated below:

liances	Available	Not Available
Stove	X	
Refri erator	X	
Washin Machine	X	
Microwave	X	
Laund	X	
Heater	X	
Fire Extinguisher, Fire Blanket, First Aid	X	
Bin	X	
Chair	X	
Bed	X	
Study Desk	X	
Stud Lam	X	
	X	
Others	X	

1. DURATION

- a) The Lease is (notwithstanding the signature date) for a fixed period of one academic year commencing on 01 February 2026 ("the Commencement Date") and terminating on 30 November 2026 (the Termination Date").
- b) The Lease may be cancelled by the landlord before its expiry by effluxion of time in the event of a breach or repudiation thereof by the student tenant. Additionally, the student tenant may cancel the lease on 30(thirty) days written notice to the landlord, in that event the student tenant will be liable for payment of reasonable cancellation penalty to be calculated at the time, the quantification of which will depend on the variety of factors that must lawfully be considered.

- c) The Lease shall end on the Termination Date without notice to the student tenant and the student tenant shall clear and vacate the premises completely and return all keys to the landlord by no later than the termination date.
- d) Should the student tenant intend to return to the premises in the next academic year, the student tenant and landlord shall enter into a new lease agreement.

- e) The Student tenant may enter into a separate agreement with the Landlord store his/her personal effects in a designated storeroom over the December holidays.

2 RENTAL

- a) The rent payable monthly per UJ NSFAS RATES
- b) The rental must be paid in advance (on the 1st dō/ of each month) and without any deduction or setoff, into the accommodation nominated merchant code. Further instructions and details of the merchant code will shared later.

3 ADMINISTRATION FEE

- a) The Student tenant shall not on signature of this agreement pm,' m administration fee. This against university policy on accreditation.

4. DEPOSIT

- a) A rental deposit kept b/ the University
- b) Notwithstanding aw contrary provision which may' be contained in ffe Lease, the Student tenant shall not use the deposit pay any rental which may payable E) the Landlord terms the Lease.

5 PREMATURE TERMINATION

- a) The Landlord shall be entitled terminate the Lease giving a month's notice h fre following circumstances- (i) The Student tenant commits a breach of the House Rules; (j) The Student tenant's behaviour disrupts or a nuisance to the neighbours other tenants, for instance if the Student tenant's behaviour affects the ability of other students bo study or interferes with the peace and privacy of other tenants; (17) The Student tenant longer enrolled as a tertiary student
- b) The Landlord shall however be entitled terminate the Lease immediately where the Student tenant fails to make timeous payment of the rental due.
- c) The Lease shall automatically terminated in event of the death of the Student tenant.

6 DAMAGE TO THE PROPERTY

The student tenant shall be liable for any damage done or caused the Premises building or any part thereof by' hin or herself or asa result of any act or omission on the part of any of the student tenant's invitees, agents, employees, representatives or guests whatsoever.

7. MAINTENANCE AND REPAIRS

In case of any damage defect that requires repairs, the Student tenant will notify the Landlord as soon as possible. The Landlord shall attend the repairs as soon possible. Furthermore, the Student tenant shall take all precautions avoid damage in the rooms. All the maintenance will be carried out b/ the Landlord. Below mentioned matters must be reported immediately to the Landlord or agent - m hot water, electrical faults, water leaks, storm damage, electrical power shortage throughout the house, blocked drains and toilets, fire damagedefecâve stoves, sewerage problems, and burst water mains ard pipes etc;

8 HOUSE RULES

b/ the Landlord. Below mentioned matters must be reported immediately to the Landlord or its agent - hot water, electrical faults, water leaks, storm damage, electrical power shortage throughout the house, blocked drains, toilets, fire damage, defective stoves, sewerage problems, and burst water mains and pipes etc.

- a) The Student tenant undertakes to abide by the House Rules applicable to the accommodation occupied (and incorporated into the Lease) and agrees that the Landlord may terminate the Lease where the Student tenant commits a breach of any of the House Rules.
- b) The Student tenant shall refrain from any activity that may disturb other students, tenants or neighbours, be caused by them or by any third party that may have been given access to the premises or Premises by the Student tenant. Loud music or other noise and unruly visitors are strictly prohibited.

q CLEANING OF ROOMS

The Student tenant is required to keep the inside room clean and tidy. Rubbish shall not be allowed to accumulate around the Student tenant's unit/room or Premises. Common areas shall be cleaned by the accommodation cleaners; however, this should not encourage untidiness in common areas.

iq BY-LAWS

- a) The Student tenant shall strictly observe all Government, Provincial and Municipal Laws, By-Laws and regulations applicable to the Premises and conditions of title of the property.

11. STUDENT TENANTS OBLIGATIONS

The Student tenant shall:

- a) Keep and maintain the Premises and the furniture found at the Premises in good order and condition and in a clean, sanitary and usable condition during the currency of the lease and undertakes that at the termination of the Lease/he will return and redeliver the Premises and furniture to the Landlord in good order and condition, fair wear and tear only excepted.
- b) Not use the Premises or allow them to be used for any purpose other than student accommodation. The Premises shall be used and occupied personally by the Student tenant during the duration of the lease. The Student tenant shall not cause or allow any disorderly conduct of any nature whatsoever at the Premises, nor do allow to be done any act, matter or thing at the Premises which shall constitute any nuisance or any inconvenience to the neighbours or any other person/s.
- c) Take good and proper care of the furniture and other effects or assets found at the Premises or property, and refrain from causing or allowing them to be used for any purpose for which they were not intended.

d) Refrain from interfering with the electrical or plumbing installations serving the property.

e) Not keep any live animals or children on the Premises.

- f) Take all reasonable steps to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the property.

g) Not drive any screws or nails into the walls of the property or Premises.

- h) Prepare a list and notify the Landlord with 10 (ten) days of the commencement of the Lease of all and any defects which may be found at the Premises.

- j) Indemnify and the Landlord harmless against loss, damage or harm which the Student tenant (or his/her visitors, invitees, friends, relatives representatives) do not suffer as a result of the main walls, roof or other structural parts of the Premises being defective as a result of an omission the part of the Landlord, the Landlord's employees, agents, representatives or contractors.
- k) Not interfere with the electrical installations at the Premises without the written consent of the Landlord. The Student tenant shall not affix connect electric switches, devices, appliances heaters other than those designated for the use of the electric current supplied by the Premises.
- l) Be responsible, if s/he desires, for taking insurance to cover property other effects brought to the Premises should circumstances respect of that policy. The Landlord shall not be responsible for loss, person or/ the Student tenant or his/her vehicles, contents of the building or Premises, irrespective of whether such loss be fire, riot, commotion, theft, robbery, accident or other causes whatsoever.
- m) Grant the Landlord or agent at all reasonable times and/or opportunity to inspect the condition thereof and with his workmen, materials and other things on the Premises, both external internal, maintenance, required.
- n) Be liable for the cost or expense of replacing or repairing the Premises which may have been lost or misplaced by the Student tenant.
- o) By his/her signature hereto, indemnify the Landlord against any loss, damage or harm which the Landlord or relatives, invitees, guests or friends may suffer in consequence of any act or omission of the Student tenant, the Student tenants contractors; and against loss, damage or harm that the Landlord may suffer as a result of the non-compliance by the Student tenant with any provision of the Lease or the House Rules.
- p) Take due and proper care of his/her property both interior & exterior thereof and ensure that the same is kept locked when not inside at times. The keys shall always be safely kept by the Student tenant.

12 INSURANCE

- a) The Student tenant shall not do anything allow anything to the any of the insurance premiums respect of the building, Premises, property insured the Landlord) to increase. The Student tenant shall be liable responsible insurance premiums which may increase in the manner contemplated in this clause.

13 LANDLORD'S RIGHT OF ENTRY

- a) The Landlord's representatives, agents, servants and contractors may reasonable times, without giving rise any claim right of action the part of the Student tenant or any other occupier of the property, Premises or any part thereof, enter the Premises, proper or any part of the buildings in order to inspect them, to carry out the necessary repairs, replacements or other works, or to perform any other lawful function in the interests of the Landlord or the Student tenant, but the Landlord shall ensure that this right exercised with due regard for and a minimum of interference with the beneficial enjoyment of the Premises by the Student tenant.

14. SECURITY AND SAFETY

- a) The Student tenant shall not compromise the security of the Premises or that of any other occupants of the Premises by inter alia permitting or allowing any unauthorised person/s to enter the Premises or any part of the Landlord's property or Premises through the security gate or by any other means.
- b) The Student tenant prohibited from tampering with any security or firefighting equipment. Should the Student tenant be found to have tampered with security or firefighting equipment, the Student tenant shall be liable for the costs of repair or replacement of such equipment and may also be liable to criminal prosecution.
- c) Candles, oil lamps, bar heaters etc. are not allowed in the Premises or properb/.
- d) Safety equipment may only be used when there a need to do so.

15 BREACH

- a) In the event of the Student tenant failing to pay the rental within the time period set out above (or such longer period which the Landlord may agree), then Landlord shall entitled - (i) Cancel the Lease and appropriate the deposit set out above; and(ii) The return ofthe Premises and the furniture with immediate effect; and (iii) Recover from the Student tenant damages which ma, ' be suffered by the Landlord as a result of the Student tenant's breach and/or the Landlord's consequential cancelation of the Lease.
- b) The Student tenant agrees thats/he will be liable and responsible for all aÆ any legal costs (on the scale as between attorney and client) which may be incurred by the Landlord in instructing iG attorneys to institute legal proceedings a result of the Student tenant's breach or repudiation of the Lease.

16 GENERAL

- a) The Lease incorporates the entire agreement between parties and no alteration, amercydment, variation or cancellation hereof shall be of any force or effect unless it is in writing and signed by' both the Landlord and Student tenant (and the guardian where applicable), who hereby acknowledge that no representations, warranties or undertakings have been made by either of them other than those set out herein.
- b) Bb relaxation, latitude or indulgence which the Landlord may show to the Student tenant shall h any way prejudice the Landlord's rights hereunder and, h particular, no acceptance by the Landlord of rent after due date (whether on one or more occasions) shall preclude, prevent or estop it from exercising any rights enjoyed by it. Unless otherwise stated W the Landlord in writing, the receipt bythe Landlord or its agents of any rent or other payment shall in ro way whatsoever prejudice or operate as a waiver, waiver or abandonment of any cancellation or right of cancellation effected or implied prior such receipt.

17. HOUSE RULES

1 WATER AND ELECTRICITY

- a) . Included in the rental is the amount allocated for the use of electricity and water. In order to maintain the level charged, the Student tenant shall use only the minimal amount required and shall ensure that all taps are closed after use and power is switched off when not in use. Water shall be used sparingly. The Student tenant shall report all leakages the Landlord as soon as they are noticed.

2 PEACE AND QUIET

Disorderly behaviour (or any nuisance) disturbing the Student tenants or neighbours result in the termination of the Lease. Playing of music at very high levels strictly forbidden. The Landlord reserves the right to confiscate any musical equipment the event of the Student tenant not adhering to the house rules. Such equipment shall only be returned the owner at the end of the semester. Noise at the Premises or property prohibited.

3 LAUNDRY ROOMS

The use of the washing machines and dryers shall be subject to any operating rules, regulations or Notices posted or provided by Landlord and no laundry shall be hung in, around or about any portion of the Premises. Water lines the washer, when possible, shall be shut off when the washer is not in

4. CARE OF THE ROOMS AND BUILDING SURROUNDINGS

The Student tenant is required to keep his/her room clean and tidy at all times. The furniture in the Student tenant's room may not be moved / removed from the Student tenant's room at all. All the rooms shall be inspected on a regular basis. Any damage found to the Student tenant's room will be billed to the Student tenant and the Student tenant shall make payment within 7 days of being presented with an invoice. The Student tenant will ensure that prior to leaving the room for weekends or holidays the room is cleaned, tidy and neat. No posters or other items may be permanently affixed to the walls or furniture of the Student tenant's rooms or any part of the building which not a notice board. Clothes or other items may not be hung from the windows of the building or Premises.

5. DRUGS, SMOKING, AND ALCOHOL

Smoking, use of drugs and drinking of alcohol are strictly prohibited within the Premise, property, building, Student's rooms and all the common areas of and outside the building. Storage of alcohol and

drugs not allowed in the Student tenant's room, Premises, property or in the building. Should alcohol or any form of drugs be found the Student tenant's possession, room, Premises or on the property, the Landlord shall be entitled immediately terminate the Lease.

6 VISITORS

Visitors are allowed between 18h00 provided that they adhere to the house rules and the Lease. The Student tenant shall not have more than three visitors at any given time. Visitors are required to report to security/care taker upon arrival where the Student tenant will collect them from. Visitors are not allowed remain in the building or Premises without the Student tenant's presence or supervision.

- b. Overnight visitors are not permitted. The Landlord reserves the right to place further restrictions on the access of visitors.

7. LIABILITY

The Landlord or its Agent shall not be liable or responsible in any way for any personal injury, harm or death that may be suffered or sustained by the Student tenant, an occupant, or any member of the Student tenant's family, his/her agents or guests, or any other person who may be at the Premises, building or property.

18 DECLARATION

I, the Student tenant, hereby declare and confirm that I have not applied for accommodation nor am I on the waiting list anywhere else including the university residence. I understand that this is a binding term lease. My parent, guardian, bursary or sponsor is aware of the rental payable for the premises and the terms of the Lease and agrees and confirms that such rental is affordable. I have personally viewed and inspected the Premises and found them to be acceptable, in good state and condition and suitable. I also understand and acknowledge that the Premises are provided to me without catering facilities.

Student

Name Surname

Signature Date Place

Owner/Manager

Name Surname

Signature Date Place