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Simple lease agreement template 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. Note: Your initial answers are saved automatically when you preview your document. This screen can be used to save additional copies of your answers. Check to hide this tip in the future. It is easy for landlords and tenants to end a month-to-month tenancy in California. (The situation is more complicated when it comes to breaking a fixed-term lease.) Notice Requirements for California Landlords In most situations (with the exception of some properties in communities with rent control), your landlord does not need to give you a reason (although acting on discriminatory or retaliatory motives is illegal). A landlord can simply give you a written notice to move, allowing you 30 days (60 days if you've lived in the rental a year or more) as required by California law and specifying the date on which your tenancy will end. Your landlord may legally provide less notice in specific circumstances—for example, if you have not paid rent, if you have violated other terms of your rental agreement (for example, bringing in an unauthorized tenant), or if you have violated basic responsibilities imposed by law (such as by dealing drugs on the rental property). Notice Requirements for California Tenants Unless your rental agreement provides a shorter notice period, you must give your landlord 30 days' notice to end a month-to-month tenancy. Be sure to check your rental agreement which may require that you give notice on the first of the month or on another specific date. In some situations, you may be able to move out with less (or no) notice—for example, if your landlord seriously violates the rental agreement or fails to fulfill legal responsibilities affecting your health or safety. California State Law and Resources on Terminating a Month-to-Month Tenancy Check California state law (Cal. Civ. Code § 1946 & § 827a) for the exact rules and procedures for how landlords must prepare and serve termination notices and for any special rules regarding how tenants must provide notice. See the Laws and Legal Research section of Nolo for advice on finding and reading statutes and court decisions. The state guide to tenants' rights (see California Department of Consumer Affairs) may also have useful information on how month-to-month tenancies end. Also, the Nolo book California Tenants' Rights includes detailed discussions of rules regarding tenancy terminations and evictions in California. simple lease agreement template south africa word document, free simple lease agreement template south africa word document, simple residential lease agreement template south africa. simple commercial lease agreement template south africa. simple residential lease agreement template south africa word. simple residential lease agreement template south africa pdf. simple commercial lease agreement template south africa word document, free simple commercial lease agreement template south africa

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