HOME RENTALS MANAGEMENT MANDATE

A. PARTIES

A.1 Landowner's full name.....

(Name in which the property is registered)

I.D Number / Trust/Company Registration Number.....

E-mail address: .....

Cell: .....

And

A.2. **Pretor Property Management (Pty) Ltd - Reg 2025/344484/07**
(Hereinafter referred to as "Pretor Property Management")

B. PREMISES TO BE LET ("PREMISES")

Address of property let out.....

.....

C. RENTAL AMOUNT AND OCCUPATION DATE

The initial gross rental shall be R .....

The occupation date shall be ..... or as soon as possible thereafter.

D. BANK ACCOUNT DETAILS FOR RENTAL PAYMENTS

Name of account: .....

Type of account: .....

Bank: .....

Branch (name): .....

Branch (code): .....

Account number: .....

- Payment of Body Corporate / Home Owners Association Levy on your behalf YES NO

Managing Agent: .....

Please initial here _____

E. INTERIM INSPECTIONS WHILE THE TENANT IS IN OCCUPATION

Inspection every 6 months YES NO

Inspection every 12 months YES NO

The cost in respect of the interim inspection will be determined by the monthly rental amount according to the following sliding scale, and this fee may be adjusted annually on the 1st of June:

Monthly Rental of R0 – R5 000: R770.00

Monthly Rental of R5 001 – R10 000: R970.00

Monthly Rental of R10 001 and above: R1,110.00

F. FOREIGN POLITICALLY EXPOSED PERSON

Are you, or any co-signatory to this mandate, a Foreign Politically Exposed Person (FPEP) as defined in terms of the Financial Intelligence Centre Act (FIC Act)?

☐ **Yes** ☐ **No**

(A FPEP refers to a person who holds, or has held, in any foreign country a prominent public function, such as a head of state, member of a foreign royal family, senior government official, senior judicial official or a high-ranking military officer, or senior executive of a state-owned entity or persons closely associated to such person.)

G. DOMESTIC POLITICALLY EXPOSED PERSON

Are you, or any co-signatory to this mandate, a Domestic Politically Exposed Person (PEP) or a Prominent Influential Person as defined in terms of the Financial Intelligence Centre Act (FIC Act)?

☐ **Yes** ☐ **No**

(A Domestic Politically Exposed Person or Prominent Influential Person refers to a person who holds, or has held, a prominent public function or influential position in the Republic of South Africa, including senior government officials, members of the executive or legislature, senior judicial officers, senior executives of state-owned entities, or persons closely associated with such individuals.)

PROVISIONS OF THE PROPERTY PRACTITIONERS ACT, 22 OF 2019

1. In terms of the Property Practitioner Act, 22 of 2019 ("the Act") and Regulations thereto, the Owner hereby agrees that Pretor Property Management shall be entitled to accept payments from the Lessee into a Pretor Group Trust Account as defined in Section 54 of the Act. Pretor Group acts as a payment processing Agent on behalf of Pretor Property Management.
2. It is hereby confirmed that Pretor Group shall be entitled, at its discretion, to deposit any monies which they may hold on the Owner or Lessee's behalf from time to time, either to their current Trust Banking Account held in terms of Section 54(1) of the Act, or to a separate savings or other interest-bearing account opened in terms of Section 54(2) of the Act.
3. Pretor Group shall be entitled to transfer such monies from one account to another without reference to the Owner. The Owner agrees that any interest earned on accounts held or opened by Pretor Group in terms of Section 54(1) and/or 54(2) of the Act shall not accrue and be payable to the Property Practitioners Fidelity Fund, but shall accrue to Pretor Group, or its nominee, without the need to account therefore to the Owner.

Please initial here _____

SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES STATED HEREUNDER:

DATE: ……. PLACE: ……

……..
LANDOWNER
(Or duly authorized representative)

DATE: ……. ….. PLACE……

……..……
on behalf of PRETOR PROPERTY MANAGEMENT

**Pretor Property Management hereby warrants the validity of its Fidelity Fund Certificate at the date of signature of this agreement.*

Please initial here _____

MANAGEMENT OF THE PROPERTY

1. FINDING A TENANT

1.1. The Landowner hereby gives **PRETOR PROPERTY MANANAGEMENT** a mandate to find a Tenant willing and able to hire the Premises on the following material terms:

1.1.1. The initial rental will be at least the amount defined in clause C.

1.1.2. The Tenant must on conclusion of the Lease Agreement pay a deposit of at least one month's rental.

1.1.3. The Tenant must pay all service charges in respect of the premises other than rates and taxes and levies on the property.

1.2. **PRETOR PROPERTY MANAGEMENT** are authorized to enter into their standard Lease Agreement with a suitable tenant for an initial fixed period of twelve (12) months, or any other period as agreed, which will thereafter continue for an indefinite period subject to the notice and renewal periods as defined in the Lease Agreement. Pretor Property Management are also authorized to sign such Agreement on my behalf.

1.3. The Landowner understands that he/she will be bound by any Lease which **PRETOR PROPERTY MANAGEMENT** concludes with a Tenant on his/her behalf and that he/she will ratify all actions of **PRETOR PROPERTY MANAGEMENT** in terms of this mandate.

1.4. **PRETOR PROPERTY MANAGEMENT** undertakes to:

1.4.1. Advertise the letting of the Premises and generally do its best to find a suitable Tenant on the terms stipulated above;

1.4.2. Seek references from and thoroughly screen all prospective Tenants to determine whether they would be able, financially and otherwise, to fulfill all their obligations in terms of the Lease Agreement;

1.4.3. Attend to the signature of the Lease Agreement by the Tenant, and sign the Agreement as the authorized agent of the Landowner, and ensure that

1.4.3.1 Any conduct rules, as applicable, will form part of the Lease Agreement.

2. WHAT WE DO

The Landowner hereby authorizes and instructs **PRETOR PROPERTY MANAGEMENT** to act as the Landowner's agent in carrying out the following functions and duties on the Landowner's behalf in respect of any Lease Agreement entered into:

2.1. Financial Administration

PRETOR PROPERTY MANAGEMENT is authorized and instructed to:

- Collect all rentals as they become due;
- Collect from the Tenant the deposit payable in terms of the Lease and retain such deposit in a trust account such as described by the Property Practitioners Act, 22 of 2019, and on termination of the Lease administer and repay such deposit in the manner stated in the Lease Agreement.
- Pay the Landowner all rental amounts collected in terms of the Lease Agreement, after deduction of disbursements, into the bank account defined in Clause D.

2.2. Payment of Rental:

- Payment of rental, less deductions of commissions and other costs, is paid to the Landowner on or about the 5th of every month, or as soon as practically possible thereafter.
- Send a statement setting out all financial transactions concluded on behalf of the Landowner monthly.
- Obtain and retain receipts for all disbursements made by **PRETOR PROPERTY MANAGEMENT** in terms of the Lease Agreement and make the relevant receipts available to the Landowner as requested.

2.3. Inspection and Reporting

PRETOR PROPERTY MANAGEMENT is authorized and instructed to:

2.3.1. Inspect the Premises with the Tenant before the Tenant moves in and register on a list all defects in and damage to the premises existing at that time.

Please initial here _____

2.3.2. Inspect the interior and exterior of the Premises on an interim basis - during the currency of the Lease, and after each inspection report to the Landowner by e-mail stating:

- The general condition of the premises;
- If the Tenant is in breach of any provision of the Lease Agreement, and, if so, the nature thereof;
- Whether any repair work must be done by the Landowner in terms of the Lease Agreement; and
- Any other information that might affect the Landowner's interest in the Lease;

2.3.3. Pretor Property Management will conduct a joint inspection of the property with the Tenant upon expiry of the Lease.

2.4. Notices and Lease compliance

PRETOR PROPERTY MANAGEMENT is authorized and instructed to:

2.4.1 Serve on the Tenant such notices pertaining to the Lease as the Landowner may instruct;

2.4.2 Serve notices on the Tenant to remedy any breach of the Lease Agreement, forthwith after **PRETOR PROPERTY MANAGEMENT** gains knowledge of such breach;

2.4.3 Follow-up all notices and report to the Landowner in writing if any breach has not been remedied satisfactorily;

2.4.4 Assist the Landowner's attorneys, should it become necessary, to take legal action against the Tenant in respect of any matter relating to the Lease;

2.5 Maintenance and Repair

PRETOR PROPERTY MANAGEMENT is authorized and instructed to:

Attend to all defects in and damage to the Premises of which **PRETOR PROPERTY MANAGEMENT is** aware, if

- The Landowner is liable for such repairs under the Lease Agreement; or
- The Tenant has failed to attend to such repairs despite being obliged to do so in terms of the Lease Agreement, and such Agreement entitles the Landowner to make such repairs without further notice to the Tenant;
- The attending to minor repairs, such repairs being defined as those costing less than R 3,000.

3. OUR RENTAL FEES

3.1. **PRETOR PROPERTY MANAGEMENT** is entitled to a once off letting fee of 4% (excl. VAT) calculated over the initial period of the Lease.

3.2. It is agreed that the monthly commission will be 10% (excl. VAT) on all monies collected and the Landowner hereby authorizes **PRETOR PROPERTY MANAGEMENT** to deduct the monthly commission from the rental when payment thereof is made by **PRETOR PROPERTY MANAGEMENT** to the Landowner.

4. CANCELLATION

Should this mandate be terminated by the Landowner either while a Tenant procured by **PRETOR PROPERTY MANAGEMENT** remains in occupation of the property or if the Lease Agreement is within a fixed period, then it is agreed that the Landowner will pay **PRETOR PROPERTY MANAGEMENT** a cancellation fee on the unexpired portion of the Lease Agreement of 50% of one month's rental plus VAT or 4% of the total gross rental payable in respect of the Lease Agreement for the remaining period of the Lease plus VAT, whichever is the greater.

5. 5. DELEGATION OF AUTHORITY

5.1. 5.1 Pretor Property Management shall be entitled, at its sole discretion, to outsource, delegate, or subcontract any of its duties, responsibilities or obligations to any third party or service provider (each such party hereinafter referred to as a "Nominee").

5.2. 5.2 Pretor Property Management shall remain accountable and responsible to the Owner for the proper performance of such duties, responsibilities, and obligations as per the terms of this Agreement, and the Owner shall have no direct claim whatsoever against any party appointed by Pretor Property Management in terms of this clause.

5.3. For the purposes of this Agreement, "Nominee" means any third party, subcontractor, service provider, agent, or entity that is appointed or authorized by Pretor Property Management to perform or carry out any of its duties, functions or obligations in terms of this Agreement.

Please initial here _____

6. GENERAL

6.1. The Landowner authorizes and instructs **PRETOR PROPERTY MANAGEMENT to** find a new Tenant as described in clause 1 two months before the expiry of the Lease Agreement.

6.2. No alteration to this Agreement will be of any force or effect unless reduced to writing and signed by both parties.

6.3. Should the Tenant sign a Sale Agreement with the Landowner at any time during the period of Lease Agreement or any renewal of the Lease Agreement or within 12 (Twelve) months after the Lease Agreement has terminated; then **PRETOR ROPERTY MANAGEMENT** will be regarded as the direct reason that the sale took place and will be entitled to a commission fee of 3.5% (exc. VAT) payable by the Landowner.

6.4. The Landowner agrees that when the premises is for sale, and a Sale Agreement is concluded, that **PRETOR PROPERTY MANAGEMENT** will be notified by the Landowner if the sale occurs during the period mentioned in 6.3

7 6. AMENDMENTS

This Agreement contains the entire agreement between the parties and no variation, amendment, supplement or further agreement in conflict with the provisions hereof of any kind whatsoever, will be of any force or effect unless reduced to writing and signed by both parties.

Please initial here _____

PROPERTY DESCRIPTION

UNIT NUMBER & NAME:

.....

Please mark with an "X" where applicable:

SECURITY ESTATE		DUPLEX	
STACK COMPLEX		SIMPLEX WITH GARDEN	
FREE STANDING HOUSE			

Please indicate	**Yes or No**	**Please complete the number of:**	
Balcony		Bedrooms	
Garden		Bathrooms	
Swimming Pool		Garage(s)	
Security		Open Parking	
Pets Allowed		Undercover Parking	
Ground Level			
Upper Level			
Kitchen Separate			
Kitchen Open Plan			

PROPERTY DESCRIPTION:

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.....

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Procedure in respect of Keys:

- KEYS TO BE HANDED TO PRETOR ☐
- KEYS KEPT WITH ME ☐
- KEYS CAN BE COLLECTED FROM :

  NAME .....

  CONTACT NUMBER .....

  - ELECTRICITY SERVICE PROVIDER: .....
  - WATER SERVICE PROVIDER *(IF APPLICABLE)*: .....
  - FIBER SERVICE PROVIDER *(IF APPLICABLE)*: .....

MANDATORY DISCLOSURE FORM IN TERMS OF SECTION 67 OF THE PROPERTY PRACTITIONERS ACT, 22 OF 2019)

IMMOVABLE PROPERTY CONDITION REPORT TO BE PROVIDED BY THE LANDLORD / LESSOR TO THE PROPERTY PRACTITIONER

Disclaimer

This condition report concerns the immovable property as defined in paragraph B above.

This report does not constitute a guarantee and/or warranty of any kind or nature by the Landowner of the property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective Tenants may wish to obtain prior to concluding an agreement of lease in respect of the property.

Landowner's information

Definitions

In this form:
"am aware" means to have notice or knowledge, while
"defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired and/or removed and/or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the property.

Disclosure of information

The Landowner of the property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective Tenants of the property may rely on such information when deciding whether, and on what terms, to lease the property. The owner hereby authorizes the appointed property practitioner marketing the property for rental to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated lease of the property.

Provision of additional information

The Landowner represents that to the best of his/her knowledge the responses to the statements in respect of the property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the Landowner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the reason(s) why the response to the statement concerned has been reflected as a "yes".

Statement concerning the condition of the property

I am aware of defects in the roof.	YES / NO / N/A
I am aware of defects in the electrical systems	YES / NO / N/A
I am aware of defects in any part of the plumbing systems, including any defects pertaining to the swimming pool, if any.	YES / NO / N/A
I am aware of defects in the heating and/or air conditioning systems, including air filters and humidifiers.	YES / NO / N/A
I am aware of defects in the septic system or other sanitary disposal systems.	YES / NO / N/A
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage, and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps.	YES / NO / N/A

Please initial here _____

I am aware of any structural defects in the property. YES / NO / N/A

I am aware of boundary line disputes, encroachments, or encumbrances including a joint driveway. YES / NO / N/A

I am aware that any additions and/or improvements made to and/or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained. YES / NO / N/A

Additional information

_____
_____
_____
_____

Landowner's certification

The Landowner hereby certifies that the information provided in this report is, to the best of the Landowner's knowledge and belief, true and correct as at the date when the Landowner signs this report.

Certification by person supplying information

If a person other than the Landowner of the property provides the required information that person must certify that he/she is duly authorized by the Landowner to supply the information and that he/she has supplied the correct information on which the Landowner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

Notice regarding advice or inspections

Both the Landowner / Lessor as well as potential Tenants of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of lease to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and / or the disclosure of defects and/or the making of required warranties.

Tenant / Lessee's acknowledgement

The prospective Tenant / Lessee's acknowledges that he / she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and noncompliance aspects concerning, the property.

The prospective Tenant / Lessee acknowledges receipt of a copy of this statement.

SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES STATED HEREUNDER:

DATE: …… ……. PLACE: …….. .LANDOWNER…….
(Or duly authorized representative)

DATE: …… ……. PLACE: …….. .TENANT……..…….

DATE: …… ……. PLACE: …….. .AGENT…….
on behalf of **PRETOR**