

# Clavadel River Lodge

## Leasing of Units (flats)

It has come to the attention of the Trustees that units (flats) are being leased to tenants (including corporate rentals) with little or no regard as to the calibre of the tenant, and whether or not such tenant abides by the conduct rules of Clavadel River Lodge. There have been instances of corporate rentals where the unit is operated on a B&B basis, meaning that different tenants are occupying the unit for short periods of time over the total lease period. This has resulted in an unsavoury element occupying certain units from time to time, resulting in reported incidences of drunkenness, intimidation and fighting.

As such, the Trustees have no option but to insist on clause 19 of the Clavadel River Lodge Conduct Rules being enforced.

The following clauses MUST be complied with, with immediate effect in order to lease your unit.

1. Should any owner who is lawfully able to do so, wish to let or lease his unit or allow any change in the occupation thereof, he shall prior to doing so be obliged as a condition precedent thereto, advise the Managing Agent of his intention to lease the unit. The owner remains responsible for the payment of levies in advance.
2. The lease agreement must be between the owner(s) (or authorised person(s)), and the lessee.
  - a. The lease agreement may be facilitated by an approved Estate Agent.
  - b. The lessee may not be a non-natural person.
  - c. The lessee must be the tenant of the property for the duration of the lease agreement.
  - d. The lessee's details conform to sec. 5 of the agreement.
3. Each lessee (tenant) shall receive a printed copy of the Clavadel River Lodge Conduct Rules.
  - a. Note that the Conduct rules extend to lessees (tenants).
  - b. It is the owner's responsibility to ensure that this happens.
  - c. Copies of the Clavadel River Lodge Conduct Rules may be obtained from the Managing Agent, or printed from the Clavadel website. Copy and paste the following link into your browser, <http://www.clavadelriverlodge.co.za/>
4. An owner shall not allow his unit to be occupied on a permanent basis or for the duration of the lease by more than the following number of persons:
  - a. One Bedroom Unit - 2 (two)
  - b. Two Bedroom Unit - 4 (four)
  - c. Three Bedroom Unit - 6 (six)
5. The following Clause to be included in all leases:
  - a. *"It is recorded that the premises are part of a unit of a SECTIONAL TITLES Scheme and that the buildings and land are controlled, managed and administered subject to the provisions of the SECTIONAL TITLES ACT 95 OF 1986, by means of rules for the control, management, administration, use and enjoyment of units and the common property. It is accordingly agreed that:*
    - i. *Notwithstanding the provisions of Clauses of the lease, the premises shall mean the unit consisting of unit no. (insert unit no) and its share in the common property as*

*shown and more fully described on a unit plan no. in the Body corporate known as CLAVADEL RIVER LODGE BODY CORPORATE.*

- ii. Without prejudice to the provisions of the lease, the Lessees right and use and enjoyment of the premises are subject to the provisions of the SECTIONAL TITLES ACT 95 OF 1986, as amended, the regulations promulgated thereunder, and these Conduct Rules, and any breach thereof shall be a breach of Lease.*
  - iii. Any Trustee or person appointed by the Board of Trustees may at the request of the Board of Trustees be permitted to investigate the validity of any alleged breach of the Conduct Rules.”*
6. The Managing Agents and Trustees must be advised of whom the Lessee is as well as the names of the persons living on a permanent basis in the unit.
- a. This means that not only do the restrictions in terms of point 2 above apply, but that the lease agreement must contain a separate addendum identifying the names of each person living on a permanent basis in the unit.
  - b. The Managing Agent must be provided with the following documentation
    - i. Copy of the lease agreement
    - ii. Copies of the ID of all persons living on a permanent basis in the unit.
  - c. The Managing Agent and/or the Trustees reserve the right to decline approval of a lease agreement.
7. In the event of a Lessee committing a breach of any of the Conduct Rules then the Lessor (owner or authorised person) shall upon written request by the Trustees instruct the Lessee (tenant) to vacate the said unit and complex within 30 (thirty) days.
- a. In the event of extreme circumstances as determined by the Trustees, the period to vacate the unit and premises may be shortened at the discretion of the Trustees to any period less than 30 (thirty) days.

**Any breach of the above points will constitute a breach of the conduct rules**