

## MANDATE TO LET

### 1. APPOINTMENT

I, the undersigned \_\_\_\_\_

Identity No. \_\_\_\_\_

being the registered owner of: ERF/SS NO. \_\_\_\_\_

situated at \_\_\_\_\_  
(hereinafter referred to as "the Premises")

Do hereby nominate and appoint Beadica 194 CC trading as Rental Prop (hereinafter referred to as "RP") to be my sole and lawful Managing Agent to find and able to lease the Premises for a monthly rental of:

**R** \_\_\_\_\_

Commencement Date: \_\_\_\_\_

For a period equivalent to the Lease period which shall be for a minimum period of 1 year as recorded in the Memorandum of Agreement of Lease or any renewal thereafter.

Any enquires received by me in connection with such proposed lease of the Premises will be referred to RP.

I acknowledge and accept that RP have their own standard Consumer Protection Act Compliant Agreement of Lease and I do hereby authorize utilization of such document in respect of any agreement and renewal between myself and the Lessee. RP is hereby authorized to sign the standard Agreement of Lease on my behalf.

RP is authorized to enter the Premises with a prospective Lessee at all reasonable times in order to view same, and generally to take all reasonable steps to carry out this Mandate properly and in a businesslike manner.

### 2. COSTS

RP shall be entitled to a commission of **10 % (Plus VAT)** per month on the total rental collected for procuring the Lessee, negotiating a Lease and administration of the Premises. The commission together with all such other costs and amounts for which I may be liable to RP may be deducted from the rentals collected.

### 3. DUTIES OF RP

Upon RP procuring a Lessee in respect of which a binding Agreement of Lease has been completed and signed by the prospective Lessee and RP, then, I hereby nominate and appoint RP to be my sole and lawful Agent to manage the premises with authority to:

- a) Collect rentals and ancillary charges from the Lessee.
- b) Collect a deposit from the Lessee and hold in RP's PayProp Trust Account.
- c) Exercise reasonable credit control in respect of all amounts owing by the Lessee. RP shall not instruct attorneys without my prior consent. Attorney fees are to be recovered from the Lessee, failing which such fees incurred will be at my expense. RP shall not be held liable for any amounts owing by the Lessee.
- d) Inspect the Premises each time a Lessee takes occupation or vacates the Premises.
- e) Arrange for repairs and general maintenance of the Premises for my account to a maximum of **R**\_\_\_\_\_ for any individual repair without my prior consent. In the event of an emergency RP is hereby authorized to take whatever steps are necessary to prevent damage to the Premises.
- f) Pay from rents collected all expenses incurred in the administration of the Premises if required by Landlord.
- g) Pay from rents any levies if funds are available. I acknowledge that I am responsible for any penalties / late payments levied by the Body Corporate.
- h) Take reasonable steps to recover the cost of repairs or replacements necessary where the Lessee has damaged the Premises, provided that RP shall not instruct attorneys without my prior consent with regard to any matter mentioned in this sub-clause.
- i) Submit monthly statements to me via their PayProp management system.
- j) Attend to the day to day management of the letting of the Premises.
- k) Ensure that no person/s take occupation of the Premises without having concluded a written lease agreement and paid the deposit in full, with proof of payment.

- l) Promptly inform the Lessor of any complaints or problems of a serious nature that arise directly from the letting of the Premises.

#### 4. MAINTENANCE

- a) Arrange for repairs and general maintenance of the Premises for my account to a maximum of R\_\_\_\_\_ for any individual repair without my prior consent.
- b) Any repairs and general maintenance of the Premises, will be ticketed through our Red Rabbit Maintenance System where quotes and invoices of proposed maintenance will be sent to owner and tenant for approval and repairment. Such ticket will outline all damages and costs.
- c) In the event of an emergency i.e. burst geyser, burst pipes, water leaks, electrical failure, RP is hereby authorized to take whatever steps are necessary to prevent damage to the Premises and inform me thereof.

#### 5. LESSOR'S RESPONSIBILITY

- a) Upon the Lessor's written request, the Agent can provide the Lessor with a detailed reconciliation at the end of their financial year.
- b) It is the Lessor's responsibility to inform the Agent of any change in personal details.

#### 6. CANCELLATION OF MANDATE

- a) In the event that the Lessor cancels the Mandate during the letting period and/or prior to the expiry date, the Lessor is to provide RP with 20 Business Days' written notice of said cancellation. A cancellation penalty will apply and will be equivalent to the commission RP would have earned for the unexpired portion of the Lease. This commission will become due and payable upon cancellation of the Mandate.
- b) In the event of the existing Lessee remaining in occupation of the Premises, it is agreed that RP was the effective cause in securing the Lessee. In this event should the Mandate be cancelled, then commission as stated above will still be my responsibility and payable on demand. Such Mandate to manage the Premises shall endure for a period equivalent to the Lease period as recorded in the Memorandum of Agreement of Lease.
- c) If this Mandate is cancelled before the premises have been let then I agree to pay a cancellation fee of R1, 000.00 (excluding VAT) which will cover any expenses incurred during the execution of this Mandate.

#### 7. DETAILS OF PREMISES

The full details relating to the premises are as set out in the annexure hereto, the contents of which I acknowledge to be correct.

#### 8. BODY CORPORATES / LEVIES / MUNICIPAL ACCOUNTS

- a) Where / if applicable, RP shall invoice the Tenant on a monthly basis for the amount payable for the sewerage, refuse and water.
- b) Where / if applicable, the Lessor may use his / her discretion to email the Levy accounts and municipal statements to the respective apartments in our office or if the Lessor so chooses, RP can request the accounts directly from the Body Corporates.

#### 9. INDEMNITY

I hereby undertake to ratify whatever RP shall lawfully do or cause to be done pursuant to this Mandate and do further indemnify RP against any loss of or any damage to any part of the Premises, including furnishings if applicable, or to any claims whatsoever which may arise from the management of the said Premises, including loss arising from any act or omission on the part of the employees of RP.

#### 10. SOLE CONTRACT

The terms of this Agreement novate and super cede all prior negotiations, documents or communication between the parties. The provisions hereof accordingly constitute the sole memorial of the contract between myself and RP and no variation hereof shall be binding unless reduced to writing and signed by both parties.

#### 11. ARBITRATION

In event of any dispute or difference arising between myself and RP whether as to the interpretation of this Agreement or the rights and obligations of the parties arising here from, such dispute shall be settled by arbitration in accordance with the following provisions:

- 9.1 The arbitration proceedings shall be held on an informal basis. Each party to the dispute shall be entitled to be represented at such arbitration proceedings by its legal representatives and/or any other expert or specialist retained by it.
- 9.2 The arbitrator shall be a persona agreed between the parties or if the parties are unable to agree within a period of 3 (three) days of either party having given notice to the other proposing an appointee or alternative appointee, then a person nominated by the president for the time being of the Institute of Estate Agents.
- 9.3 The decision of the arbitrator shall be final and binding upon both parties and capable of being made an Order of Court on application on application by either of them

9.4 Anything herein contained or implied shall not preclude either party from applying to Court for a temporary interdict or other relief of an urgent and temporary nature, pending the award of the arbitrator hereunder. The arbitrator shall grant a cost award in favour of the party which is successful in the arbitration proceedings.

**12. ANNEXURE A**

Please see Annexure A attached to this Mandate of the required information and/or documents, for FICA purposes.

**13. ANNEXURE B**

Please see Annexure B attached to this Mandate about our Value Offering to our Landlords.

**14. ANNEXURE C**

Please see Annexure C to this Mandate of all relevant RP representatives and contact persons.

## **ANNEXURE A – DOCUMENTS REQUIRED FOR FICA**

### NATURAL PERSONS

- Copy of owner/s Identification Document/s
- Owner/s Proof of Address (not older than 3 months)
- Owner/s SARS document stating Income Tax Number
- Proof of Employment

### FOREIGN NATIONALS

- A passport containing a photo, full names and surnames, date of birth and Identity Number.

### JURISTIC PERSONS

- All documentation for each member / director of the company or business, as stated above (Natural Persons)
- Proof of business address (not less than 3 months)
- VAT registration number
- Certificate of Registration
- Resolution (if applicable)

## ANNEXURE B – OUR VALUE OFFERING TO OUR LANDLORDS

### Our value offering to Landlords / Investors

- Thorough Rental Rate Market Assessment
- Marketing of rental property on over 40 websites and some print media if necessary
- Quality Pre-Screening of applications including:
  - auditing of bank accounts
  - ITC credit check (TPN)
  - Experian credit check (TPN)
  - Payment record checks (TPN)
  - Employment confirmation
  - Facebook profile checks (sometimes)
  - Verification that pay slips correspond with bank statements
- Detailed in-going and out-going inspections through Red Rabbit system
- Up to date (CPA) lease agreement management
- Maintenance management during lease through Red Rabbit system
- Automated invoices to tenants with sms reminders before rent is due (PayProp)
- Automated statements to owners (PayProp)
- External Interest bearing Deposit management (PayProp)
- Renewal and rent increase management and negotiation
- Vacancy management (aiming for zero downtime between tenants and no rent lost)
- Dispute management
- Rental Tribunal representation if required
- Payments of rates and levies from rent (optional)
- No hidden costs for owners, we only charge a % of rent as a management fee

**ANNEXURE C – REPRESENTATIVES AND CONTACT PERSONS OF RP**

<b>CONTACT PERSON</b>	<b>DEPARTMENT</b>	<b>EMAIL ADDRESS</b>	<b>TEL. NO.</b>
PIETER VAN DER WALT	PRINCIPAL	<a href="mailto:pieter@houseofrealtors.co.za">pieter@houseofrealtors.co.za</a>	084 702 5272
CHRISTO BOOYSEN	MANAGING DIRECTOR	<a href="mailto:christo@houseofrealtors.co.za">christo@houseofrealtors.co.za</a>	082 494 9255
RENÉ KRIEL	GENERAL MANAGER	<a href="mailto:rene@houseofrealtors.co.za">rene@houseofrealtors.co.za</a>	021 976 7696
NELMARI ENGELBRECHT	RENTAL FINANCES	<a href="mailto:nelmari@houseofrealtors.co.za">nelmari@houseofrealtors.co.za</a>	021 976 7696
DANIELLE COETZEE	RENTAL FINANCES	<a href="mailto:danielle@houseofrealtors.co.za">danielle@houseofrealtors.co.za</a>	021 976 7696
MIJAAN NEETHLING	ADMIN & CONTRACTS	<a href="mailto:admin@houseofrealtors.co.za">admin@houseofrealtors.co.za</a>	021 976 7696
LYNETTE OOSTHUIZEN	MORTGAGE FINANCE	<a href="mailto:lynette@houseofrealtors.co.za">lynette@houseofrealtors.co.za</a>	021 976 7696
DELANI VAN RIJSWIJK	MAINTENANCE	<a href="mailto:maintenance@houseofrealtors.co.za">maintenance@houseofrealtors.co.za</a>	065 924 1706

Dated and Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Witnesses

1. \_\_\_\_\_

\_\_\_\_\_  
Lessor

2. \_\_\_\_\_

Dated and Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Witnesses

1. \_\_\_\_\_

\_\_\_\_\_  
Rental Prop  
(Authorized Representative)

2. \_\_\_\_\_

**We look forward to working with you. Welcome to House of Realtors!**