

may deduct from the Tenant's deposit and interest the reasonable cost of repairing damage (if any) to the Premises and the cost replacing lost keys and or electronic devices. The balance of the deposit and interest thereon shall be refunded to the Tenant by the Landlord/Agent no later than 21 (twenty one) days after the Termination Date.

23.4 The Landlord shall make all receipts/invoices for the costs of the repairs in terms of Clause 11.3 above available to the Tenant for inspection as proof of the costs incurred by the Landlord.

24. **Interest on Outstanding Payments**

**Interest shall accrue on any outstanding payments, due by the Tenant to the Landlord in terms of this Agreement of Lease, at the rate of interest charged by the ABSA Bank to its customers from time to time, compounded monthly in advance, from the due date to the date of actual payment.**

25. **Breach**

25.1 Should the Tenant not pay any amount on due date or should the Tenant breach any other provision of this Agreement, the Landlord will give the Tenant 20 (twenty) business days written notice to either pay the amount owed or to remedy the breach.

25.2 In the event that the breach is not rectified in the 20 business day period:  
25.2.1 the Landlord may cancel this lease agreement immediately by giving written notice to the Tenant; and

25.2.2 in addition, the Landlord may put the tenancy on a month to month basis, at his sole discretion, with all general terms and conditions of the original Agreement of Lease remaining in place.

the Landlord however retaining his right to claim any arrear rent, damages or costs which may be owing from the Tenant as a result of his breach or cancellation.

25.3 Should the Landlord cancel this Agreement of Lease, and should the Tenant dispute the Landlord's right to cancel and remain in occupation of the Premises, the Tenant shall continue to pay the amount of rent in advance as provided for in this agreement until the dispute is settled either by negotiation or litigation. The Tenant shall continue to pay, on due date, any other amounts for which he is responsible in terms of this Agreement of Lease and the Landlord shall be entitled to accept and recover such payments. This acceptance shall be without prejudice to and shall not in any way whatsoever affect the Landlord's claim for cancellation.

25.4 Should the dispute be settled in favour of the Landlord, payments made and received in terms of clause 25.3 above and shall be deemed to be amounts paid by the Tenant for damages suffered by the Landlord as a result of the cancellation of the Agreement of Lease and/or the unlawful holding over by the Tenant. The payment shall not prejudice any other claim which the Landlord may have against the Tenant for damages or otherwise. Should the dispute however be determined in favour of the Tenant, payments made and received by the Landlord in terms of clauses 3 and 25.3 shall be deemed to be on account of the rent payable by the Tenant in terms of this Agreement of Lease.

26. **Warranties Given and Representations Made**

26.1 **No representation, warranties, undertakings or promises which have not been recorded in this agreement will be of any force or effect between the parties.**

26.2 It is recorded that the only the following warranties, undertakings, promises were made by the Landlord to the Tenant:

---

26.3 No alteration or variation of the terms of this lease or any alleged cancellation by mutual consent shall be of any force or effect unless put in writing and signed by the parties.

27. **Court for Litigation**