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## AGREEMENT

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Made and entered into between the following parties:

[details of landlord]

(hereinafter referred to as “the landlord”)

**AND**

[details of tenant]

(hereinafter referred to as the “the tenant”)

**WHEREAS** in and during [date] and at [place], the landlord and the tenant entered into a written lease agreement (“**the lease agreement**”).

**AND WHEREAS** the landlord leased [description of property] (“**the premises**”) to the tenant;

**AND WHEREAS** the tenant has breached his/her its obligations in terms of the lease agreement in that tenant has failed to pay the monthly rental and/or related costs as and when same became due and payable in terms of the lease agreement;

**AND WHEREAS** the landlord demanded payment of the arrear instalments from the tenant who failed/refused and or neglected to make payment of the arrear rental.

**AND WHEREAS** by virtue of the tenant's breach the landlord obtained the right to cancel the lease agreement.

**AND WHEREAS** the landlord elected to cancel the lease agreement and notified the tenant accordingly and demanded that vacant occupation of the property be restored to the landlord the return of the goods.

**AND WHEREAS** the landlord intend to institute legal action against the tenant for *inter alia* his/her/their/its eviction form the premises;

**AND WHEREAS** the tenant has since repaid the full outstanding balance of the arrear rentals and related costs to the landlord

**AND WHEREAS** the tenant wish to remain in occupation of the premises;

**AND WHEREAS** the OWNER and the USER have reached an agreement with regards to the tenant's continued occupation of the premises and are desirous of recording such settlement agreement in writing;

**NOW THEREFORE THE LANDLORD AND TENANT AGREE AS FOLLOWS:**

1. The landlord and the tenant agrees to be bound by the terms and conditions of the lease agreement on the terms and conditions as set out therein for the remainder of the lease term notwithstanding the termination thereof by the landlord.

2. Insofar as the lease agreement is not lawfully revived as set out above this agreement shall constitute a new agreement of lease between the parties on the same terms and conditions as set out in the previously cancelled lease agreement for the remainder of the lease term.

3. No agreement shall be deemed to exist between the parties on the terms and conditions as stated herein unless this agreement shall have been duly signed by the landlord and the tenant or their respective duly authorised representatives.

DATED AT ..... ON THIS ..... DAY OF .....

**AS WITNESSES:**

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

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

DATED AT ..... ON THIS ..... DAY OF .....

**AS WITNESSES:**

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

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