



WL Invest EST. 1997
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LEASED PROPERTY CONDITION REPORT

Mandatory Disclosure Form

1. SCHEDULE

1.1	This Report concerns the condition of the property situated at	
		("Premises")
	to be rented to	("Potential Tenant")
	by	("Landlord")

1.2 Statement from the Landlord concerning the condition of the Premises

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 Premises and / or in the basement and / or foundations of the Premises, 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
I am aware of structural defects in the Premises	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 remodelling or refurbishment has affected the structure to the Premises	yes	no	N/A
I am aware that any additions and / or improvements made to and / or any erections made on the Premises have been done or made, only after the required consents, permissions and permits to do so were properly obtained	yes	no	N/A
I am aware that a structure on the Premises has been designated as a historic building or heritage site	yes	no	N/A

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1.3 Additional items

2. DEFINITIONS

- 2.1. In this Report, unless the context requires otherwise, the words below mean the following:
 - 2.1.1. **"Am aware"** means to have actual notice or knowledge of a certain fact or state of affairs;
 - 2.1.2. **"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, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property; and
 - 2.1.3. **"Report"** means this leased property condition report.
- 2.2. All other capitalised terms used in the Report will be given the definitions ascribed to them in the lease agreement to which this Report forms an annexure (**"Lease Agreement"**), albeit that it does not form part of the Lease Agreement itself. Similarly, the Interpretation clause set out in the Lease Agreement will apply to this Report, unless the contrary is specified.

3. INTRODUCTION

- 3.1. This Report is not a guarantee and / or warranty by the Landlord or the Property Practitioner representing the Landlord and is therefore not a substitute for any inspections or warranties that the Potential Tenant may wish to obtain before entering into the Lease Agreement.
- 3.2. The purpose of this Report is to assist a Potential Tenant in conducting an inspection of the Premises as prescribed by the PPA and forms a part of the Lease Agreement concluded between the Parties.

4. PROVIDING OF INFORMATION TO THE POTENTIAL TENANT

- 4.1. The Landlord provides the information set out in item 1.2 in the knowledge that, although this does not constitute a warranty, a Potential Tenant may rely on such information when deciding whether, and on what terms, to rent the Premises.
- 4.2. The Landlord authorises the Property Practitioner marketing the Premises to provide a copy of this Report to any Potential Tenant.

5. PROVISION OF ADDITIONAL INFORMATION

- 5.1. The Landlord confirms that to the best of his / her knowledge the responses to the statements set out in item 1.2 have been accurately noted as "yes", "no" or "not applicable (N/A)" on the date that the Landlord Signs this Report.
- 5.2. If the Landlord responds to any of the statements with a "yes", the Landlord must provide, in item 1.3, a full explanation about the reason(s) why the response to the statement was a "yes".

6. CERTIFICATION BY PERSON SUPPLYING INFORMATION

If a person other than the Landlord provides the information set out in item 1.2, that person must certify that (i) he / she is authorised by the Landlord to supply the information in question, (ii) he / she has supplied the correct information on which the Landlord relied for the purposes of this Report, and (iii) the information in this Report, to the best of that person's knowledge and belief, is true and correct on the date upon which that person Signs this Report.

7. NOTICE REGARDING ADVICE OR INSPECTIONS

Both the Landlord and the Potential Tenant of the Premises may wish to (i) obtain professional advice, and / or (ii) have a professional inspection of the Premises. Adequate provisions must therefore be contained in the Lease Agreement regarding the (i) obtaining of such professional advice, (ii) conducting of required inspections, (iii) disclosure of defects, and / or (iv) making of required warranties.

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8. POTENTIAL TENANTS ACKNOWLEDGEMENT

- 8.1. The Potential Tenant acknowledges that he / she has been informed that (i) professional expertise, and / or (ii) technical skill and knowledge may be required to detect defects in, and non-complying aspects of, the Premises.
- 8.2. The Potential Tenant acknowledges receipt of a copy of this Report.

9. SIGNATORIES

DATED AT (place) ON 20 22

THE LANDLORD

AS WITNESS

DATED AT (place) ON 20 22

POTENTIAL TENANT

AS WITNESS

DATED AT (place) ON 20 22

THE PROPERTY PRACTITIONER

AS WITNESS

(on behalf of and duly authorised)

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