

DATED DAY THIS MONTH, YEAR

BETWEEN

NAME

I/C

(LANDLORD)

AND

NAME

I/C

(TENANT)

TENANCY AGREEMENT

FOR :

ADDRESS

THIS AGREEMENT is made on the day and year stated in **Section 1 of the Schedule** hereto between the party whose name and description are stated in **Section 2 of the Schedule** hereto (hereinafter called the “Landlord”) of the one part and the party whose name and description are stated in **Section 3 of the Schedule** hereto (hereinafter called the “Tenant.”)

WHEREAS:

1. The Landlord is the registered/ beneficial proprietor of the property more particularly referred to and described in **Section 4 of the Schedule** hereto (hereinafter referred to as the Said Premises).
2. The Landlord is desirous of letting and the Tenant is desirous of taking the Said Premises together with fixtures and fittings as described in the Inventory hereto (where applicable) subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Subject to the term and condition herein contained the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Said Premises for the term, commencing from the date stated in **Section 5(a) (b) and (c)** respectively of the Schedule hereto.
2. The monthly rental stipulated in **Section 6 (a) of the Schedule** hereto shall be due and payable in advance in the manner and at the time stipulated in **Section 6 (b)** respectively of **the Schedule** hereto.
3. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the deposit stipulated in **Section 7 of the Schedule** hereto (receipt whereof the Landlord hereby acknowledges) as security for the due observance and performance by the Tenant of all his duties and obligations hereunder and on its part to be performed and fulfilled. The said deposit shall be maintained at this figure during the term of this tenancy and the Tenant shall not be entitled to utilize the said deposit to offset any rental due under this agreement without the previous written consent of the Landlord and the same shall be returned to the Tenant free of interest within 30 (THIRTY) days upon expiry or sooner determination of the term hereby created less any sums as may then be due to the Landlord for damage caused to the Said Premises by the Tenant (damage due to normal wear and tear expected).

4. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the water and electricity deposits stipulated in Section 8 of the Schedule hereto (collectively as the Utility Deposit). The Tenant shall not be entitled to utilize the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be refunded to the Tenant free of interest within 30 working days upon expiry or sooner determination of the term hereby created less such sum or sums as may then be due and outstanding. For the purposes of determining the current deposit, it is hereby agreed that photocopy of the requisite receipt notice or other written communication from relevant Department shall be conclusive.

5. THE TENANT HEREBY CONVENANTS WITH THE LANDLORD as follow:

- 5.1. To pay the reserved rent on the days and in the manner aforesaid.
- 5.2. To pay all charges incurred in respect of electricity, water, Indah Water, Telekom and all other utilities supplied to and consumed at the Said Premises for which the **Occupant** is liable.
- 5.3. To keep the Said Premises, the fixtures and fittings listed in the Inventory hereto (if any) together with any addition thereto in a good and tenantable repair condition (normal wear and tear excepted) and to replace or repair any of the aforesaid items and part of the Said Premises and the Landlord's fixtures and fittings should they be damaged, due to the actions of the tenant.
- 5.4. To permit the Landlord, his agents or workmen at all reasonable times to enter upon and view the condition of the Said Premises and to take inventories of the Landlord's fixtures therein and to do structural or external repairs to the Said Premises PROVIDED ALWAYS that the Landlord shall except in the case of extreme urgency for the purpose of protecting the safety of the Said Premises give to the Tenant prior notice of the intention of the Landlord his agents or workmen to enter upon the Said Premises for the aforesaid purpose;
- 5.5. Not to make any alterations in or additions to the Said Premises or suffer to be cut, maimed or injured any of the walls, ceilings, window, doors, timbers, fixtures or fitting without the consent of the Landlord first had and obtained and in all circumstances shall be in conformity with all relevant laws, by laws and regulations;

- 5.6. To keep the interior of the Said Premises, the flooring and interior plaster or other surface materials or renderings on wall and ceilings and the Landlord's fixtures thereon including doors, windows, glass, shutters, lock, fastenings, electric wires, installation and fittings for the light, power and other fixtures and additions thereon and piping in good tenable repair (normal picture hanging, reasonable wear and tear, riot, civil commotion and damage by fire or any other destruction not due to the Tenant or his servants and all other deriving right from the Tenant to be present in the Said Premises and flooding, tempest storm or any other act of God excluded) and to keep the said Premises clean and weeded, if applicable;
- 5.7. Not to do or permit to be done anything which will or may infringe or violate any laws or regulations pertaining to the Said Premises that may be imposed by the competent authority or authorities and to observe and to be personally responsible for any infringement or violation against such regulation rules or laws and to fully indemnify the Landlord in respect thereof;
- 5.8. Not allowed to assign, sub-let, charge or part with the possession of the Premises or any part thereof.
- 5.9. Not to permit or suffer to be done in or upon the Said Premises or any part thereof anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the tenants, occupiers or lessees of neighboring premises or for any illegal or immoral purpose;
- 5.10. Not to do or permit to be done anything whereby the policy or policies of insurance on the Said Premises against damage by fire or other risk for the time being subsisting may become void or voidable or whereby the rate of premium may be increased and to make good all damages suffered by the Landlord and to repay to the Landlord on demand all sums paid by way of increased premium all expenses incurred by a breach or non-observance of this covenant without prejudice to the other rights of the Landlord;
- 5.11. To use and occupy the Said Premises for the purposes as stated in **Section 11 of the Schedule** hereto only;
- 5.12. To yield up the Said Premises with the Landlord's fixtures and fitting at the expiration or sooner determination of the said term in good and substantial repair and condition in accordance with the several covenants hereinbefore contained;

- 5.13. Not to install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliance or air-conditioner without first informing the Landlord in writing and to ensure that the installation is done in a proper manner. In the event that the Tenant commits a breach of this covenant and as a result of which the Landlord suffers any loss or damage, the Tenant shall forthwith indemnify the Landlord against all such loss and damage;
- 5.14. Not to damage or deface or cause or permit any servant or agent of the Tenant to damage or deface any part of the Said Premises or common passage way, stairs, water closets, lavatories and conveniences while moving any furniture, equipment, fitting, fixtures or any other thing whatsoever or by anything whatsoever or any by any means whatsoever and to forthwith repair and make good or to pay the Landlord for the cost of making good such damage or defacement to the satisfaction of the Landlord;
- 5.15. Not to allow any vehicles or bicycles or containers belonging to or under the control of the Tenant or its servants or agents or invitees to be parked in or near the Said Premises so as to be a hindrance to other lawful users thereof;
- 5.16. Not to bring or store or permit or suffer to be brought or stored in the Said Premises arms, ammunition or unlawful goods, such as gunpowder, saltpeter, kerosene or any combustible substance or any coffin wreath or any funerary goods or goods which in the opinion of the Landlord are of noxious or dangerous or hazardous nature; In the case of a breach, a sum equivalent to two months security deposit shall be forfeited and the Landlord will have the right to terminate the contract.
- 5.17. To permit intending tenants and others with verbal authority from the Landlord or its agents at all reasonable times of the day to enter and view the Said Premises at any time during TWO (2) calendar month immediately preceding the determination of the term hereby created.
- 5.18. To indemnify and keep safe the Landlord against all claims, demands, proceedings costs, charges and expenses arising out of or in consequence of any damage, injury or loss which may at any time during the said term be caused to be suffered by the servants, agents, licencees or invitees of the Tenant or any of them or the Said Premises or any part thereof or to any goods or property of such persons

in or about the Said Premises by occasioned by or arising from fire, water, storm, tempest, earthquake, insects, theft, burglary or explosion, nuclear, riots or civil commotion, enemy action or by reason of the defective working stoppage or breakage of any appliances, pipes, cables, apparatus or lift or air conditioning plant or other machinery, if any, in or under passing through or connected with or used for the purposes of the Said Premises or any part thereof or failure of supply of electricity or other supplies or any way owing to the Said Premises or owing to the negligence of the Tenant or any neighbors of the Tenant;

5.19. Tenant agree and covenant not to keep or allow any dogs, cats, livestock poultry or other household pets (with exception of per fish) or animals in the demised premises and the surrounding area.

6. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follow:

6.1.To pay the Quit Rents, assessments, service charges and other outgoings relating to the Said Premises other than those herein agreed to be paid by the Landlord.

6.2.To maintain and keep the main structure and external walls of the Said Premises in good and tenantable repair and condition throughout the term hereby; Landlord will carry out the repair within a reasonable period of time. If the damage is due to the negligence of tenant then it should be excluded from the landlord's obligation to pay for the cost.

6.3.The Tenant paying the rent reserved and observing and performing the several covenants and stipulation herein contained on the part of the Tenant, shall be permitted to hold and enjoy the Said Premises throughout the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him;

6.4.The Tenant shall before the determination of the tenancy be at liberty to remove from the Said Premises all such fixtures as shall have been erected by the Tenant during the tenancy provided there is no arrears in rental and shall indemnify and keep safe the Landlord with respect to any damage caused to the Said Premises.

6.5.If the rental or any other monies payable by the Tenant to the Landlord hereunder shall at anytime remain unpaid after the same shall have become due (whether formal or legal demand therefore shall have been made or not) then the Tenant shall

pay to the Landlord late charges at the rate 10% per month calculated on daily rest basis on the amount remaining due and unpaid calculated from the due date until such monies are paid or recovered in full by the Landlord. In the event of rental remain arrears for 3 weeks, the Landlord will have the rights to disconnect the water and electricity supply to the unit until the rental has been paid.

6.6.To keep and maintain the interior thereof, including all doors, windows, glass, shutters, locks and fastenings and other furniture fixture fittings and additions thereto in good and tenantable repair and decorative condition and to replace and substitute the electric/fluorescent bulbs and all repair and maintenance below RM400 at its own costs during the term of tenancy.

7. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED BETWEEN BOTH PARTIES as follows:

7.1.If at any time the rent or thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for seven(7) banking days after becoming payable or if any of the Tenant's covenant shall not be performed or observed or if the Tenant shall suffer execution on the Said Premises or if the Tenant shall become a bankrupt or being a company or corporation shall go into liquidation otherwise than for the purpose of amalgamation or reconstruction or if the Tenant for the time being shall enter into any composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods then and in any of those events it shall be lawful for the Landlord or any persons authorized by the Landlord in that behalf at any time thereafter to re-enter upon the Said Premises or any time thereof in the name of the whole and thereupon this tenancy shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenants herein contained.

7.2.If the Said Premises or any part thereof shall be destroyed by fire (except where such fire has been caused by the fault or negligence of the Tenant-which in such event tenant is responsible for all cost to reinstate the said premises to its original state as well as the lost of revenue during this repair period) or infestation or so as to be unfit for use, then the rent hereby covenanted to be paid or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Said Premises shall again be rendered fit for habitation and use

and if the Said Premises or any part thereof is not rendered fit for occupation or use within two (2) months from the date of the event either party hereto may determine the Tenancy by giving to the other one (1) month's written notice but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach.

7.3. In the event of frustration whether due to an Act of God, war or acquisition of the Said Premises by the Government Authority or Authorities or any other Governmental actions beyond the control of the Landlord then Agreement shall automatically become terminated and of no further effect and in such a case neither party hereto shall have any claim against the other but without prejudice to the right of either party in respect of any antecedent breach of any covenant or condition herein contained;

7.4. If the Tenant shall be desirous of taking a new tenancy of the Said Premises after the expiration of the term hereby granted and shall deliver to the Landlord notice in writing of such his desire not less than two (2) months before the expiration of the said term and PROVIDED ALWAYS that the Tenant shall not have been in breach of any of the terms and covenants herein contained, the Landlord shall at or before the expiration of the term hereby granted at the costs of the Tenant, grant to the Tenant a new tenancy of the Said Premises for a further term of one (1) year and at a rent to be mutually agreed by the parties hereto subject to such increase in accordance to the prevailing market rate. The renewal hereof shall be subjected to the same covenants and conditions as in this present tenancy, which shall be reserved and contained except for this present covenant for renewal.

7.5. In the event that the Tenant shall abandon the said Premise, then and upon the happening of any such events aforesaid it shall be lawful for the Landlord at any time thereafter to re-enter upon the Said Premises or any part thereof in the same name of the whole and whereupon the term hereby granted shall be forfeited by the Landlord but without prejudice to such other right, power and remedies conferred upon the Landlord under any law or rules or equity against the Tenant for any loss or damage incurred or suffered by the Landlord arising out of such breach or default on the part of the Tenant and including any other claim in respect of any antecedent breach.

- 7.6. Notwithstanding anything herein contained, if this Agreement shall come to an end whether by effluxion of time or otherwise and the Tenant fails to remove all his goods (which expression shall include personal property of every description) from the Said Premises it shall be lawful for the Landlord to sell or otherwise dispose of the goods of the Tenants in the Said Premises at such time and such place and in such manner as the Landlord shall in his absolute right, powers and remedies of the Landlord, the Landlord shall after payment out of the proceeds of such sale of the cost and expenses connected with such sale then apply the net proceeds of such sale towards payment of all arrears of Rent and all other moneys due and owing by the Tenant to the Landlord under this Agreement and the balance (if any) shall be paid out to the Tenant thereof.
- 7.7. There shall be no termination of the tenancy during the TWENTY FOUR (24) months specified in Section 5 of The Schedule by either party. Subject to Clause 7.10 hereof, in case of breach, the party in breach of this clause shall pay to the other party a sum equivalent to the remaining period of the tenancy or a sum equivalent to the deposits specified in Section 7 of the Schedule hereto, whichever is the greater, as agreed liquidated damages for early termination of this tenancy.
- 7.8. Any additional or reduced deposit required by Tenaga Nasional Berhad or the Syarikat Bekalan Air Selangor Sdn Bhd or Indah Water Konsortium from time to time during the continuance of this Agreement shall forthwith be recompensed by the Occupant to the Landlord as additional utility deposit other than the amount specified in **Section 8 of the Schedule**. The Landlord is to issue a receipt to the name of the Occupant for payment to this additional deposits and this amount to be refunded to the Occupant upon termination of this tenancy.
- 7.9. In the event the Landlord shall be desirous of selling the Said Premises, or any part thereof, as the case may be to a third party (hereinafter referred to as “the Purchaser”) the Tenant undertakes to permit the Landlord or his agents, at all reasonable times, to enter and view the Said Premises with sufficient notice to be given to the Tenant by the Landlord. The Landlord shall give notice to the Purchaser and obtain the Purchaser’s written undertaking that the Tenant will be allowed to continue its occupation of the Said Premises for the unexpired term of the Tenancy upon the same terms and conditions as herein expressed.

- 7.10. All cost and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant.
- 7.11. Any notice in writing under the term and conditions of this Agreement to be sent to either party hereto on the other shall be by prepaid registered post and shall be deemed to be sufficiently served at the time when the ordinary course of post would have been delivered.
- 7.12. Time whenever mentioned herein shall be of the essence of this agreement.
- 7.13. This agreement shall be subject to the laws of Malaysia and parties hereby agree to submit to the exclusive jurisdiction of the courts in Malaysia.

In this Agreement:

8.1 The terms "Landlord" and "Tenant" shall include their heirs, personal representative and successors in title.

8.2 Words importing the masculine gender only shall include feminine and neuter genders and vice versa.

8.3 Words importing the singular number only shall include the plural and vice versa.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands the day and year specified in **Section 1 of the Schedule** hereto.

SIGNED BY THE SAID LANDLORD

.....

NAME:

NRIC NO. :

.....

In the presence of:

NRIC NO.:

SIGNED BY THE SAID TENANT

.....

NAME:

NRIC NO :

.....

In the presence of :

NRIC NO:

THE SCHEDULE

(Which is to be taken, read and construed as an essential part of this Agreement)

SECT NO	ITEMS	PARTICULARS
1.	Date of Agreement	THIS DAY DATE OF MONTH YEAR
2.	Description of Landlord	NAME I/C
3.	Description of Tenant	NAME I/C
4.	Description of Said Premises	ADDRESS
5a.	Term	(YEAR)
5b.	Commencing	DATE
5c.	Terminating	DATE
6a.	Monthly Rental	MALAYSIAN RINGGIT (AMOUNT) ONLY (RM XX)
6b.	Due On	DUE AND PAYABLE BEFORE 07TH DAY OF EVERY
6c.	Bank Account	MONTH. BANK: BANK NAME ACCOUNT NO.: BANK ACCOUNT NAME: ACCOUNT HOLDER NAME
7.	Security Deposit (2 months rental)	MALAYSIAN RINGGIT (AMOUNT) ONLY (RM XX)
8.	Utility Deposit	MALAYSIAN RINGGIT (AMOUNT) ONLY (RM XX)
9.	Option To Renew	X YEAR(S) AT A RENTAL TO BE MUTUALLY AGREED UPON
10.	Bills	Send payment Rental slip, TNB, Water, Indah water bills to owner
11.	Use of the Said Premises	RESIDENTIAL PURPOSE ONLY

SECOND SCHEDULE

MAINTENANCE CHECK LIST

This is to confirm that the Landlord/Landlord Representative/Agent and the Tenant/Tenant's Representative/Agent has inspected all the facilities provided for in the unit and accepted them in good working condition and capacity/capacities. Both parties hereby agreed that each party shall Be responsible respectively for extent of repair works as follows:

LANDLORD	TENANT
Air Conditioner <i>(replacement of spare part & chemical clean)</i>	Air – conditioner <i>(normal service all air-conditioning regularly at least every 6 months)</i>

Water Heater, Flush System, Shower Head <i>(replacement of spare part)</i>	Lighting <i>(replacement of bulb)</i>
Refrigerator <i>(replacement of spare part)</i>	Drainage System <i>(clogging & leaking)</i>
	Hinge for Wardrobe, Cabinet & Kitchen Cabinet <i>(replacement of screw, to maintain good condition)</i>
Microwave Oven <i>(replacement of spare part)</i>	Curtain / blind / Roller <i>(to wash curtain)</i>
	Water Filter, Cooker Hood <i>(replacement of cartridge)</i>
Ventilation Fan <i>(replacement of spare part)</i>	All Electrical Items <i>(to maintain good condition inclusive normal servicing)</i>
Water Supply System <i>(water filter, piping system)</i>	

In the event, the Tenant terminates this Tenancy Agreement he or she shall be responsible for the following items: -

- a) To thoroughly clean the whole house, including all curtains.
- b) To service all Air Conditioners.
- c) To make good and tenable repair all electrical items (normal wear and tear excepted)
- d) To ensure plumbing system are in good working conditions
- e) To pay all due date charges in respect of water, sewerage, electricity, gas and all others utilities supplied to the house.