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## TENANCY AGREEMENT

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

Between

NAME

IC

The Landlord

And

Xxx

The Tenant

**THIS AGREEMENT** is made on the day and year stated in **Section 1 of the Schedule** hereto between party whose name and description are stated in **Section 2 of the Schedule** hereto (herein after 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') of the other part.

**WHEREAS:**

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

**NOW IT IS HEREBY AGREED AS FOLLOWS:-**

1. Subject to the terms and conditions herein contained the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Demised Premises for the term, commencing from the date and terminating on 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) of the Schedule** hereto. The rent shall be deposited into the landlord's bank account number; \_\_\_\_\_ (**Bank Name.**) A copy of the bank-in slip or payment transaction will then be faxed or email to the Landlord as proof of payment.
3. The Tenant shall upon the execution of this Agreement and prior to the occupation of the Demised 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 sum shall be maintained at this figure during the term of this tenancy and shall not be deemed to be or treated as payment of rent and the same shall be returned to the Tenant free of interest within thirty (30) days upon expiry of the term hereby created less any sums as may then be due to the Landlord for damage caused to the Demised Premises by the Tenant (damage to normal wear and tear excepted)
4. The Tenant shall upon the execution of this Agreement and prior to the occupation of the Demised Premises pay the Landlord the water and electricity deposits stipulated in Section 8 of the Schedule hereto (collectively as the Utility Deposits). The Utility Deposits shall be refunded free of interest to the Tenant upon the determination of the term hereby created less such sums as may be due and outstanding.

**5. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:-**

- 5.1 To pay the reserved rent on the days and in the manner aforesaid.
- 5.2 To pay all charges due and incurred in respect of telephone, electricity and water consumed on the Demised Premises during the term of this tenancy. Photocopies of all bills and receipts paid for utilities to be posted or handed over the Landlord on a monthly basis.
- 5.3 To keep the said Demised Premises, the fixtures and fittings listed in the Inventory hereto together with any additions thereto in a good and tenantable repair and condition (normal wear and tear excepted) and to replace or repair any of the aforesaid items and any part of the Demised Premises and the Landlord's fixtures and fittings which are damaged. The furnishings, fixtures and fittings listed in the Inventory are provided on loan by the Landlord to the Tenant. They are handed over in good working condition and must be returned in good working condition. The landlord will not repair and will not pay for any repairs to these items.
- 5.4 Not to make or permit to be made any alterations in or additions to the Demised Premises or the Landlord's fixtures, fittings decorations therein without having first obtained the written license and consent being given to carry out at the Tenant's own expense such alterations with such materials and such manner and at such times as shall be designated by the Landlord and upon the determination of the term hereby created, if required by the Landlord, to restore the Demised Premises to its original state and condition at the expense of the Tenant.
- 5.5 To permit the Landlord and his duly authorised representatives upon giving three (3) days previous notice at all reasonable times and at a mutually agreeable time by appointment to enter upon and examine the condition of the said Demised Premises, whereupon the Landlord shall be entitled to serve the Tenant a notice in writing specifying therein any repairs necessary to be carried out and requiring the Tenant to forthwith execute the same and if the Tenant shall not within fourteen (14) days after service of such repairs or works then the Landlord with or without workmen and others shall be entitled to enter upon the said Demised Premises and execute the repairs and the Tenant agrees that the cost thereof shall be a debt from the Tenant to the Landlord and be forthwith recoverable by action.
- 5.6 To use the Demised Premises for the purpose stipulated in the **Section 10 of the Schedule** hereto and not to use or permit or suffer the use thereof for any other purpose Save and Except for the specific purpose herein stated and further not to do or permit or suffer anything to be done in and about the Demised Premises or any part thereof which may become a nuisance or cause damage or inconvenience to the Landlord or the Tenant or occupiers of neighbouring premises.

- 5.7 Not to assign, sublet, or part with the actual or legal possession or the use of the said Demised Premises for any term whatsoever without first obtaining the previous consent in writing of the Landlord.
- 5.8 Not to do or permit to be done on the said Demised Premises anything which may or will infringe any of the laws, bye-laws or regulation made by the Government or any competent authority affecting the said Demised Premises or whereby the policy or policies of insurance against loss or damage by fire may be become void or voidable or whereby the premium payable thereon may be increased to repay the Landlord all sums paid by way of increased premium.
- 5.9 On determination of the term hereby created to clear up any rubbish and peaceably and quietly deliver up to the Landlord vacant possession of the Demised Premises in good, clean and proper state of tenable repair condition. The Tenant may remove all fixtures, fittings or other installations belonging to the Tenant but shall make good any damage caused to the Demised Premises or any part thereof by the installation or removal of such fixtures, fittings or installations.
- 5.10 Not to store or bring upon the Demised Premises arms, ammunitions or unlawful goods gunpowder or explosive or any article or articles of a specially combustible, inflammable or dangerous nature and unlawful goods in any part of the Demised Premises.
- 5.11 No to use the Demised Premises for any unlawful, illegal or immoral purposes, business or trade, and gambling in any form.
- 5.12 No additional locks will be installed on any door without the written permission of the landlord. Landlord will be given duplicate keys for all locks installed at the tenant's expense, before they are installed.
- 5.13 The tenant shall be responsible for all minor maintenance and repairs up to RM100 (in any one month).
- 5.14 Tenant hereby agrees to accept the property in its present state of cleanliness. Tenant agree to return the property in the same or better condition, and pay a cleaning fee if the landlord has the property professionally cleaned.
- 5.15 During the two (2) months immediately preceding the termination of the tenancy unless the Tenant shall have given written notice of his intention to renew the tenancy as hereinafter provided, to permit persons with the written authority from the Landlord at all reasonable time of the day to view the Demised Premises for the purpose of letting the same.

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

- 6.1 To pay the quit rent, assessment, service charges and other outgoings relating to the Demised Premises other than those herein agreed to be paid by the Tenant.
- 6.2 At all times through the period of this Agreement to keep the Demised Premises except the furniture, fixtures therein belonging to the Tenant insured against loss or damage by fire.
- 6.3 To maintain and keep the main structure of the Demised Premises that is the roof, main walls, floors, ceiling and plumbing system in good and tenantable repair condition throughout the term hereby created except as regards damage to the premises caused by or resulting from any act of default or negligence of the Tenant or his servants and except as hereinbefore covenanted to be done by the Tenant, then the Tenant shall carry out such repairs at their own cost and expenses. In the event that the damage is not caused by the Tenant or his servants, the Landlord shall carry out repairs to the aforementioned items within fourteen (14) days of receiving written notice from the Tenant. If the Landlord fails to perform the said repairs after this period, then the Tenant shall have the right to undertake such repairs and claim the cost of the repairs from the Landlord.
- 6.4 Upon the Tenant paying the rent hereby reserved and observing and performing the covenants, obligations and stipulations herein on his part contained, to allow the Tenant to peaceably hold and enjoy the Demised Premises during the said term without interruption from the Landlord or any persons rightfully claiming through under or in trust for him.

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

- 7.1 If at any time the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for seven (7) days after becoming payable or if any of the Tenant's covenant shall not be performed or observed then in any of those events it shall be lawful for the Landlord or any persons authorised by the Landlord in that behalf at any time thereafter to re-enter upon the Demised Premises or any part 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 at any time the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for fourteen (14) days after becoming payable or if any of the Tenant's covenant shall not be performed or observed then in any those events, the Tenant has to vacate the Demised Premises within 7 days, reimburse the landlord for

all and any damages caused to the Demised Premises and forfeit all deposits. The Tenant shall be responsible for all legal fees incurred by the Landlord to enforce this clause.

- 7.3 Without prejudice to the rights, powers and remedies of the landlord as otherwise provided in this Agreement, the Tenant shall pay to the landlord late payment charges by way of interest calculated from day to day at the rate of two per centum (2%) per month on all money due but unpaid for seven (7) day by tenant to the landlord under this Agreement; such interest to be computed from the expiry of the seven (7) day period allowed for the payment of such money until the date of payment in full and to be recoverable in like manner as rental in arrears. The Tenant shall be responsible for all legal fees incurred by the Landlord to enforce this clause.
- 7.4 If the Demised 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) 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 Demised Premises shall again be rendered fit for habitation and use and if the Demised 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.
- 7.5 In the event the Tenant shall be desirous of taking the tenancy of the Demised Premised for a further term, the Tenant shall give the Landlord two (2) months written notice of the same. Provide always that the terms and conditions of this agreement shall have been duly observed and performed by the Tenant, the Landlord may grant the Tenant a further term of tenancy as is specified in **Section 9 of the Schedule** hereto upon the same terms and conditions (save and except for this clause) and at a rental to be agreed upon.
- 7.6 In the event that the Landlord shall be desirous of selling the said Demised Premises prior to the expiration of the term hereby created, the Landlord hereby covenants, undertakes and agrees that such sale may be subject to this tenancy and may procure the Purchaser to continue with the terms and conditions of this Agreement in lieu of the Landlord.
- 7.7 In the event that the Tenant desires to terminate this Tenancy Agreement at any time before the expiration of the term hereby created, the Security Deposits as stated in **Section 7 of the Schedule** hereto shall be forfeited by the Landlord and the Utility Deposits as stated in **Section 8 of the Schedule** hereto shall be subject to the all necessary outstanding electricity and water charges before the balance (if any) is refunded to the Tenant.

7.8 Any notice in writing under the terms and conditions of this Agreement to be sent to either party hereto on the other shall be by prepaid registered and shall be deemed to be sufficiently served at the time when the ordinary course of post would have been delivered.

8. In this Agreement:-

8.1 The term 'Landlord' and 'Tenant' shall include heirs, personal representatives 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 and words importing a person shall include a body of person or corporation.

**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:  
Name: ) .....  
NRIC No:

**SIGNED** by the said **TENANT**

Name: ) .....  
NRIC No:

In the presence of:  
Name: ) .....  
NRIC No:

## THE SCHEDULE

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

Sect No	Items	Particulars
1	Date of Agreement	Date : Fee : RM100.00
2	Description of the Landlord (Name, NRIC, Tel no)	
3	Description of the Tenant (Name, NRIC, Tel no)	
4	Description of the Demised Premises	
5 (a) (b) (c)	Term Commencing Terminating	ONE (1) YEAR
6 (a)	Monthly Rental	Ringgit One Thousand Seven Hundred Only (RM1,700.00).If the rental is paid before the due date, then the rental shall be RM1,600 for that particular month only.
(b)	Due On	Due and payable before the 1 <sup>st</sup> day of each month
7	Security Deposits	Ringgit Three Thousand Four Hundred Only (RM3,400.00)
8	Utility Deposits	Ringgit Five Hundred Only (RM500.00)
9	Option to renew	One year only
10	Use of the Demised Premises	Residential Purpose Only
11	Pay to Account Bank	Maybank Berhad Account No: xxxxxxxxxxxx Email :



# WELCOME LETTER TO NEW TENANTS

Property : \_\_\_\_\_

Landlord : \_\_\_\_\_

Tenant : \_\_\_\_\_

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

Dear .....,

Thank you for renting from us.

We'd like to welcome you to our property and know that you will have a wonderful time staying here. In order for this business relationship to work well, both parties have to fulfil their side of the bargain. In your case, it boils down to:

1. Paying the rent on time, every time
2. Taking good care of the property
3. Adhering to all the clauses in the tenancy agreement

Please contact us at \_\_\_\_\_ should you face a difficulty while living here. We will try to make your stay as pleasant and memorable as possible.

Have a great stay.

Yours sincerely,

\_\_\_\_\_

The Landlord