

TENANCY AGREEMENT TEMPLATE FOR LEASE OF HDB FLATS

The Digitalised Property Transactions Workgroup* (DPTWG), established to implement an initiative under the Real Estate Industry Transformation Map, aims to move the real estate industry towards offering seamless, efficient, and secure property transactions from end-to-end.

2. As part of its efforts to streamline property transaction processes and move towards digitisation, the DPTWG has developed the following recommended tenancy agreement template for leases of HDB Flats.

3. The following tenancy agreement template is divided into three main sections:

- a. The Schedule – which contains clauses relating to the main aspects of a tenancy for parties to negotiate. Where necessary, additional clauses can be incorporated into the tenancy agreement through relevant clause in the Schedule;
- b. The Operative Part – which contains generally applicable clauses that govern, amongst others, the day-to-day rights and obligations of parties; and
- c. Annexures – Annexure A is a helpful guide for items to look out for at the end of the tenancy. Annexures B and C are suggested templates of reports to be prepared pursuant to the relevant clauses in the Operative Part.

4. Please note that use of this tenancy agreement template is not mandated.

IMPORTANT: This document is intended as a guide to generally applicable terms and conditions of a tenancy agreement. You expressly understand and agree that you assume full responsibility and risk for your use of this document, whether on an “as is” basis or as may be amended by you. The DPTWG, including each of its members, does not make any express or implied warranties or representations as to the suitability of this document for all transactions and shall not be liable in any way to you whether in contract, tort or otherwise for any direct and indirect loss or damage (including but not limited to economic and financial loss or damage) howsoever arising or caused, arising out of or in connection with the use of this document. When in doubt, you are strongly encouraged to seek professional advice in relation to drafting a tenancy agreement that is best suited to your needs and requirements.

* The DPTWG is made up of members from the private and public sector: Association of Banks in Singapore, Consumers Association of Singapore, Institute of Estate Agents, Law Society of Singapore, PropTech Association Singapore, Real Estate Developers’ Association of Singapore, SGTech, Singapore Estate Agents Association, Singapore FinTech Association, Singapore Institute of Surveyors and Valuers, Central Provident Fund Board, Council for Estate Agencies, Government Technology Agency, Housing & Development Board, Inland Revenue Authority of Singapore, Ministry of Law, Monetary Authority of Singapore, Singapore Land Authority, and Urban Redevelopment Authority

HDB FLAT TENANCY AGREEMENT

SCHEDULE

ITEM

1. THIS AGREEMENT IS MADE ON:
_____ day of _____ 20_____
between the parties set out in ITEMS 4 and 5 herein (the "Agreement").
2. ADDRESS OF THE FLAT:

3. TYPE OF FLAT:
_____ ROOM FLAT
4. NAME, NRIC NO. AND CORRESPONDENCE ADDRESS OF THE LANDLORD(S):

(the "Landlord")
5. NAME, NRIC NO. / PASSPORT NO. / FIN / UEN AND CORRESPONDENCE ADDRESS OF THE TENANT:

(the "Tenant")
6. NAME(S) OF OCCUPIER(S) ALLOWED TO OCCUPY THE FLAT:

NAME	IDENTIFICATION NO.	TYPE OF IDENTITY DOCUMENT (NRIC/Employment Pass/Work Permit/Student Pass etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
7. PERIOD OF THE TENANCY:
For a term of _____ commencing on _____ and
expiring on _____ (such term shall not be for less than six (6) months)
8. RENT:
The rent amount is _____ per month payable in advance on
the _____ day of each calendar month with the first payment to be made on or before the
_____ day of _____ 20_____.

The monthly rent of _____ shall comprise:
 - a) A monthly sum of _____ being rental of the said premises
 - b) A monthly sum of _____ being rental of fixtures, furniture and fittings
 - c) A monthly sum of _____ being payment of maintenance fees

Subsequent payment shall be remitted to:

Account Name _____
Account Number _____
Bank _____
Swift Code _____
Bank Code _____
Branch Code _____

9. SECURITY DEPOSIT:

The Tenant shall upon signing this Agreement pay a security deposit amount of _____ equivalent to _____ month(s)' rent.

10. MINOR REPAIR:

The Tenant is responsible for all minor repairs so long as the cost per item per incident does not exceed S\$ _____. Where cost exceeds this amount, the Tenant shall pay this amount of S\$ _____ and the balance shall be paid by the Landlord.

11. REFUND OF COMMISSION

If this Agreement should be lawfully terminated before the expiry of the tenancy created under this Agreement, the Tenant shall refund to the Landlord, pro rata, the commission of Dollars _____ (\$ _____), paid by the Landlord to his Estate Agent (Licence No. _____). Proof of payment of commission shall be provided by the Landlord upon request by the Tenant. The Landlord shall be entitled to deduct such refund from the deposit held by the Landlord.

12. STAMP FEES¹

The _____ shall pay the stamp fees on this Agreement in accordance with the Stamp Duties Act.

13. THE FLAT IS BEING LET:

UNFURNISHED PARTIAL FURNISHED FULLY FURNISHED

14. CONDITION OF THE FLAT

The Landlord must ensure the following before handing over the Flat to the Tenant:

15. SPECIAL CONDITIONS

This section lists any additional items and terms to the Agreement:

16. DIPLOMATIC / BREAK CLAUSE: Applicable Not Applicable

If at any time after the expiration of _____ [] months from the date of the commencement of this tenancy, _____ (FIN: _____)

¹ For the avoidance of doubt, Section 34(a) read with the Third Schedule of the Stamp Duties Act states that in the absence of agreement to the contrary, the Tenant shall be liable to pay stamp duty.

shall be transferred out of the Republic of Singapore permanently by his firm, ceased to be employed by the Tenant or if for any cause whatsoever he shall be ordered to leave the Republic of Singapore, then and in such a case, it shall be lawful for the Tenant to determine this tenancy by giving not less than _____ [] months' notice or paying _____ [] months' rent in lieu of such notice. Such notice shall be served on the Landlord together with documentary evidence of such transfer, cessation of employment or any other evidence. Such notice served on the Landlord shall be in compliance with Clause 11 of the Operative Part.

17. **PROBLEM-FREE PERIOD**

There shall be a period of _____ () days (the "Problem-Free Period"), which commences on the first day of the tenancy indicated in ITEM 7.

18. **ANNEXURES**

This Agreement shall also incorporate the Operative Part which has been agreed to between the Landlord and the Tenant.

IN WITNESS WHEREOF the parties have hereunto set their hands as shown below:

LANDLORD'S SIGNATURE

Landlord Name

Landlord Name

IN THE PRESENCE OF:

Witness Name & NRIC No. / Identity No.

TENANT'S SIGNATURE

Tenant Name

IN THE PRESENCE OF:

Witness Name & NRIC No. / Identity No.

HDB FLAT TENANCY AGREEMENT

OPERATIVE PART

1. FLAT AND TERM

Premises

- 1.1 The Landlord rents to the Tenant and the Tenant accepts the tenancy of the flat situated at the address referred to in ITEM 2 (the “Flat”) for use as a PRIVATE RESIDENCE to be occupied by not more than the number of persons referred to in ITEMS 5 and 6 upon the terms and conditions set out in this Agreement.

HDB’s Approval and Terms & Conditions

- 1.2 In accordance with the approval granted by the Housing & Development Board (“HDB”) for the Landlord to rent out the flat, the Landlord is required to ensure that all the tenants observe and comply with all the covenants in the Lease granted to the Landlord by the HDB, HDB’s Terms & Conditions of Flat Rental and the provisions of the Housing & Development Act. The Landlord is to provide a copy of HDB’s approval and Terms & Conditions of Flat Rental to the Tenant.

Period

- 1.3 The period of the tenancy is the period referred to in ITEM 7 (the “Term”).

Rental Amount

- 1.4 The rent is the amount referred to in ITEM 8, payable in advance in the manner and on the dates referred to in ITEM 8 without any deduction or legal or equitable set-off whatsoever (the “Rent”).

2. PAYMENT OF RENT AND UTILITIES

Rent

- 2.1 The Tenant agrees to pay rent to the Landlord in accordance with ITEM 8.

Security Deposit

- 2.2 The Tenant agrees to pay to the Landlord immediately upon the signing of this Agreement a deposit in accordance with ITEM 9 as security for the due performance and observance of the terms and conditions of this Agreement (the “Deposit”). If the Tenant fails to perform and/or comply with any of the conditions of this Agreement, then, the Landlord shall be entitled to deduct such amount from the Deposit as is reasonable to remedy the breach, provided always that the Landlord shall not make any deduction unless it has first given written notice to the Tenant to remedy the breach and the Tenant has failed to do so within fourteen (14) days from the service of such written notice or within a period as may be agreed between the Landlord and the Tenant. The Deposit or such balance thereof after deduction shall be refunded without interest to the Tenant when the Term expires or is terminated. The Deposit shall not be utilized by the Tenant to set off any rent payable under this Agreement.

Utilities

- 2.3** The Tenant agrees to pay all charges for the supply of water, electricity, gas and any water borne sewerage system, any such installations installed or used at the said Flat, including any tax payable thereon such as Goods and Services Tax (“GST”).

Telecommunications

- 2.4** The Tenant agrees to pay all charges, subscription, installation costs including GST in respect of the telephone(s), television, IT equipment and services from SingTel and / or StarHub Ltd or any other similar company.

3. IMMIGRATION STATUS OF TENANT AND OCCUPIERS

Compliance with Immigration Authority

- 3.1** The Tenant shall ensure that he and/or the occupiers of the Flat must be lawfully resident in the Republic of Singapore. If the tenant and/or any of the occupiers are foreigner(s), they must have entered and remained in Singapore lawfully with valid pass of at least six (6) months from the commencement of the Term and the Tenant covenants with the Landlord that where any of the occupiers are foreigners, he shall personally verify from original documentation that they have valid employment pass, work permit, travel document or other papers granted by the Immigration & Checkpoints Authority, Ministry of Manpower or other relevant government authorities.

- 3.2** Where required by the Landlord, the Tenant shall produce to the Landlord for inspection:

- a) the original identity cards / passports and other relevant documents of all occupiers evidencing their legal entry into Singapore for their stay / work before the commencement of this Agreement, and
- b) the original identity cards / passports and other relevant documents of all occupiers evidencing the renewal or extension of their lawful stay in Singapore before the expiry thereof.

The Tenant shall provide certified true copies of such documents as are required by the Landlord.

- 3.3** In respect of any change in the particulars, immigration status or employment status of the Tenant or the occupier(s), the Tenant shall inform the Landlord of the same in writing not less than fourteen (14) days prior to such change. If the change cannot be anticipated, the Tenant shall inform the Landlord as soon as practicable upon knowledge of such change.

- 3.4** The Tenant shall ensure that the Landlord has obtained HDB’s approval for any applicable change in occupier(s)’ particulars. The Tenant shall, where necessary, produce to the Landlord the work permit(s), employment pass(es), dependent pass(es), social visit pass(es) or passport(s) of the occupier(s) for verification.

Indemnify Landlord

- 3.5** The Tenant shall indemnify and keep indemnified the Landlord for all matters relating to the immigration and employment status of the Tenant and/or occupiers to the full extent as allowed by the laws of the Republic of Singapore during the Term.

No Unauthorised Occupiers

- 3.6** Where the Tenant and/or any of the occupiers are foreigners, the Tenant shall ensure that, at all times during the currency of this Agreement, the Tenant and/or occupiers are in compliance with all relevant rules and regulations relating to the Immigration Act, Employment of Foreign Workers Act (if applicable) and any other law in the Republic of Singapore which relates to foreign residents.

4. MAINTENANCE OF FLAT, FIXTURES AND FITTINGS

Maintenance and Repair

- 4.1** Within the Problem-Free Period indicated in ITEM 17, the Landlord shall not hold the Tenant responsible for any defects of any item, furniture and/or fittings in the Flat that are identified by the Tenant and brought to the Landlord's attention in writing. The Landlord shall be responsible for rectifying any defects so identified.

Minor Repair

- 4.2** Upon the expiry of the Problem-Free Period indicated in ITEM 17, the Tenant shall be responsible for all minor repairs and replacement of parts and other expendable items including but not limited to all electrical appliances and light bulbs so long as the cost per item per incident does not exceed the amount indicated in ITEM 10. Such expenditure in excess of the indicated amount shall be borne by the Landlord provided such damage is not due to the negligence or willful default of the Tenant. For any repair or replacement that exceeds the amount indicated in ITEM 10, the Tenant shall obtain the prior written consent of the Landlord to proceed with any such minor repair(s). The Landlord shall reimburse the Tenant within seven (7) days for any costs in excess of the indicated amount. If an item is faulty and beyond repair, the Landlord shall bear the full cost of replacing the item provided the fault is not due to the Tenant's negligence or willful default.

Maintenance of Fixtures and Fittings

- 4.3** The Tenant shall at his own cost and expense keep the interior of the Flat including but not limited to the sanitary and water apparatus, furniture, doors and windows, fixtures and fittings in good and tenable repair and condition throughout the Term and to replace the same with new ones if damaged, lost or broken, and at the expiry or termination of the Term, to yield up the Flat to the Landlord in good order and condition.

Maintenance of Air-conditioners

- 4.4** The Tenant shall take up a service contract with a qualified air-conditioning contractor to service and maintain the air-conditioning units installed at the Flat, at least once every three (3) months at the expense of the Tenant and to keep them in a good and tenable repair and condition including the topping up of gas (if necessary), throughout the Term. A copy of the service contract shall be forwarded to the Landlord within thirty (30) days of the commencement of the Term and receipts of the servicing must be produced upon request at the end of the Term.
- 4.5** The Landlord shall be responsible for any breakdown, repair and replacement of parts and chemical cleaning (if necessary) in respect of the air-conditioning units installed in the Flat. However, the Landlord shall not be responsible for repairs and/or replacement of the air-conditioning units or parts if such breakdown is due to the Tenant's negligence or non-maintenance. In such event, the Tenant shall be fully responsible for the repair and/or replacement of the air-conditioning unit or parts.

Cleaning and Upkeep of Flat

- 4.6** The Tenant shall ensure that the Flat is kept pest/mosquito/rodent-free and in a clean and sanitary condition. The Tenant shall, where necessary to maintain the clean and sanitary condition of the Flat, be responsible for engaging qualified professionals including cleaners and/or exterminators to remedy insect/vermin infestations, mould/mildew build-up or other odours at the Tenant's own expense.

Access to Flat

- 4.7** The Tenant shall permit the Landlord or his agents, surveyors and workmen (with all necessary appliances) at all reasonable times by prior appointment to enter the Flat for the following:
- a) to view the condition of the Flat;
 - b) to execute any repairs, alterations or improvements of the Flat; or
 - c) to do such works and things incidental thereto.

Where the need for repair is due to the Tenant's negligence or default, the Landlord may serve upon the Tenant written notice specifying any work or repair necessary to be done by the Tenant. The Tenant shall, within fourteen (14) days after service of such notice, proceed with the works and repairs. If the Tenant fails to carry out the repairs within a reasonable time, the Landlord may elect to do so, and the cost incurred thereunder shall be forthwith recoverable from the Tenant as a debt due and owing from the Tenant to the Landlord.

- 4.8** The Tenant acknowledges that where the Landlord's contractor is arranged to attend to the Flat for any maintenance requirement reported by the Tenant, and where no fault/defect is found or where the fault/defect is attributable to the acts or omissions of the Tenant and/or the Tenant's visitors, the Tenant shall bear the charge-out rate of such contractor.

No Recovery for Self-help Remedy

- 4.9** The Tenant shall not undertake or authorize any repairs without prior written consent from the Landlord. If the Tenant proceeds to initiate maintenance or repair works which the Landlord is obliged to carry out under this Agreement without first providing the Landlord with sufficient opportunity to initiate the same, the Tenant shall not be entitled to recover the costs and expenses incurred in connection with the same.

5. THE TENANT'S OBLIGATIONS

- 5.1** The Tenant further agrees that he will not:

No Removal of Items

- a) remove from the Flat any of the items, furniture and/or fittings except with the prior written permission of the Landlord and to replace any and all such removed items, furniture and/or fittings with similar articles of at least equal value or, if the Landlord so requires, pay to the Landlord the value of any of the items, furniture and/or fittings (or part thereof) which may be destroyed or damaged (reasonable wear and tear and damage by accidental fire excepted);

No Structural Alteration or Addition

- b) make or permit or suffer to be made any alteration or addition (structural or otherwise) to the Flat or any part thereof without the prior written consent of the Landlord;

Hanging of Pictures or Paintings

- c) hack any holes or drive any nails or anything whatsoever into the walls or to bore any holes into the ceiling without the prior written consent of the Landlord except where the same is reasonably done to hang pictures or paintings in areas where it is possible to do so. If this is done, the Tenant shall ensure that all nails and hooks are to be removed, holes patched and touch-up paintwork applied to reinstate such alterations to their original state at the end of the Term;

No Assignment or Subletting

- d) assign sublet or part with the possession of the Flat or any part thereof to other persons;

No Unauthorized Storage

- e) keep or permit to be kept on the Flat any materials of a dangerous or explosive nature the keeping of which may contravene and/or be a breach of any statute or regulations or which may either result in an increase in insurance premium or render any fire policy to become null and void;

No Addition or Removal of Locks

- f) alter, remove or add any lock or security device and/or accompanying keys, access cards or transponders without the prior written consent of the Landlord;

No Pets

- g) keep in the Flat any dog or other animal or bird or pet without the prior written consent of the Landlord. Such consent shall not be unreasonably withheld but shall be subject to the rules and regulations of the Agri-Food and Veterinary Authority, the HDB or any other local authorities;

No Smoking

- h) smoke cigarettes, cigars or similar tobacco products inside the Flat;

Use of Flat

- i) do or permit to be done in or upon the Flat any act or thing which may become a nuisance or annoyance to or in any way interfere with the quiet enjoyment of other occupiers of the building in which the Flat is comprised or give reasonable cause for complaint from the occupiers of neighbouring flats; and

No Illegal Activities

- j) use the Flat for any illegal purpose or activities of an improper nature.

Breach of Legislation

- 5.2 In the event of compositions, fines or levies being imposed by the relevant government authorities including but not limited to the National Environment Agency or HDB for breaches of legislation or regulations, the Tenant shall be responsible for prompt payment of the same where the offence/offending conduct is attributable to the Tenant.

Yield Up Premises

- 5.3 At the expiration or earlier termination of the Term, the Tenant shall peaceably and quietly deliver up to the Landlord the Flat, including such items, furniture and/or fittings, in similar condition as were delivered to the Tenant at the commencement of the Term (authorised alterations, fair wear and tear and acts of God excepted).
- 5.4 For the avoidance of doubt, the Tenant shall deliver the said Flat to the Landlord after a joint inspection by both parties and/or their respective agents, and thereafter, save for such damage and/or defects ascertained at the said joint inspection, the Tenant shall not be liable to the

Landlord nor shall the Landlord have any claim against the Tenant in respect of any other damage to the said Flat.

6. VIEWING BY PROSPECTIVE TENANTS/BUYERS

Viewing of Premises

6.1 The Tenant shall:

- a) during two (2) months immediately preceding the expiry or termination of the Term and provided that the Landlord shall have given to the Tenant at least forty-eight (48) hours' prior written notice, permit persons authorised or accompanied by the Landlord at reasonable times of the day by prior appointment to enter and view the Flat for the purpose of taking a tenancy thereof;
- b) during the Term, and provided that the Landlord shall have given to the Tenant at least forty-eight (48) hours' prior written notice, permit persons authorised or accompanied by the Landlord at reasonable times of the day by prior appointment to enter and view the Flat for purposes of sale of the Flat.

7. LANDLORD'S COVENANTS

7.1 The Landlord agrees with the Tenant as follows:

Taxes

- a) to pay all taxes, rate, assessments, conservancy charges and outgoings in respect of the Flat except those that the Tenant has agreed to pay;

Quiet Enjoyment

- b) provided that the Tenant shall punctually pay the Rent hereby reserved and observe and perform the conditions on his part to be observed and performed, the Tenant shall peaceably HOLD AND ENJOY the Flat during the Term without any interruption by the Landlord;

Extension of Tenancy

- c) that on the written request of Tenant made not less than two (2) months before the expiration of the Term and if there shall not at the time of such request be any existing breach or non-observance of any of the conditions of this Agreement, the Landlord may grant to the Tenant an extension for such period as may be agreed between the parties from the expiration of the Term upon the same terms and conditions as contained herein, PROVIDED ALWAYS THAT the Landlord shall have the right to review the Rent payable at a mutually agreed rate and PROVIDED ALWAYS THAT such extension shall be subject to HDB's approval (where applicable);

Insurance

- d) to insure the Flat against loss or damage by fire and to pay all premium thereon punctually;

Receipt

- e) to provide written acknowledgement if requested by the Tenant, for Rent, Deposit and any other payments made by the Tenant to the Landlord;

Maintenance of Premises

- f) shall take all necessary steps to keep the structural condition of the Flat, including but not limited to the sanitary pipes, electric wiring and any such concealed drains, pipes and conduits, in good and tenable repair and condition. If an item is faulty and beyond repair, the Landlord shall bear the full cost to replace the item provided the fault is not due to the acts or omissions of the Tenant and/or the Tenant's visitors.

8. TERMINATION

Right to Terminate

8.1 PROVIDED ALWAYS and it is hereby agreed and declared that this Agreement may be terminated by the Landlord in writing upon the occurrence of any one or more of the following events:

- a) if the monthly Rent or any part thereof shall remain unpaid seven (7) days after becoming due and payable (whether formally demanded or not); or
- b) if, upon the Landlord giving written notice to the Tenant of its breach of any condition of this Agreement, and the Tenant fails to rectify such breach within fourteen (14) days from the service of such written notice or within a period as may be agreed between the Landlord and the Tenant.

8.2 Further, it is hereby agreed and declared that this Agreement shall be automatically terminated upon the occurrence of any one or more of the following events:

- a) if at any time during the Term:
 - i) any prohibited immigrant is found to be residing in the Flat;
 - ii) if there is any change in the immigration status of the Tenant and the Tenant is no longer allowed to lawfully reside in the Republic of Singapore; or
 - iii) if there is any change in the employment status of the Tenant and the Tenant is no longer allowed to lawfully reside in the Republic of Singapore, in which case the Landlord shall be entitled to forfeit such Deposit paid by the Tenant; or
- b) the **Housing and Development Board** (HDB) revokes or withdraws its consent to the rental in which case the termination of this Agreement shall be without prejudice to any rights and/or liabilities of the Landlord or the Tenant, where relevant, in respect of any antecedent breach of this Agreement which is accruing, has accrued or may accrue.

Right of Re-Entry

8.3 In the event of termination of this Agreement, it shall be lawful for the Landlord at any time after such termination to re-enter the Flat without prejudice to any right of action of the Landlord for damage or otherwise in respect of any such breach or any antecedent breach.

8.4 Default in Rent

In the event that the Rent remains unpaid seven (7) days after becoming due and payable (whether formally demanded or not), it shall be lawful for the Landlord to claim interest at ten percent (10%) per annum on the amount unpaid calculated from after the date due to the date of full payment.

9. SUSPENSION OF RENT

Damage or Destruction of Flat

9.1 If the Flat or any part thereof shall at any time during the Term be destroyed or damaged by fire, lightning, riot, explosion or any other inevitable cause so as to be unfit for occupation and use then, and in every such case (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act, default, neglect or omission of the Tenant or any of his servants agents occupiers guests or visitors), the Rent hereby reserved or a just and fair proportion thereof according to the nature and extent of the destruction or damage sustained

shall be suspended and cease to be payable in respect of any period while the Flat shall continue to be unfit for occupation and use by reason of such destruction or damage.

Right to Terminate

- 9.2** If the Flat shall be destroyed or damaged as aforesaid in Clause 9.1, either party shall be at liberty by notice in writing to the other terminate this Agreement, and upon such notice being given, the Term or the balance thereof shall absolutely cease and determine and the Deposit paid under this Agreement together with a reasonable proportion of such advance Rent as has been paid, where applicable, shall be refunded to the Tenant forthwith **but without prejudice to any right of action of either party in respect of any antecedent breach of this Agreement by the other.**

10. EXCLUSION OF LIABILITY

Indemnity

- 10.1** The Landlord shall not be liable to the Tenant or the Tenant's servants, agents, or other persons in the said Flat or persons calling upon the Tenant for any accidents happening, injury suffered, damage to or loss of any chattel property sustained on the said Flat.

11. NOTICES

Service of Notices

- 11.1** Any notice served under or in any way in connection with this Agreement shall be sufficiently served:

- a) on the Tenant:
 - i) if delivered to the Tenant personally; or
 - ii) if sent to the Tenant at the said Flat by Certificate of Posting;
- b) on the Landlord:
 - i) if delivered to the Landlord personally; or
 - ii) if sent by Certificate of Posting to the address set out in ITEM 4 or to the last known address given by the Landlord.

Deemed Service by Certificate of Posting

- 11.2** Any notice sent by Certificate of Posting shall be deemed to be served at the time when in due course of posting it would be delivered at the address to which it is sent.

12. APPLICABLE LAW

Governing Law

- 12.1** This Agreement shall be subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore Courts.

Dispute Resolution

- 12.2** It is agreed that neither party shall refer any dispute relating to, arising from or otherwise in connection with this Agreement to the Singapore Courts without having first referred the dispute to mediation or arbitration. The choice of mediation or arbitration centre shall be mutually agreed on between the parties.

12.3 HDB Policies, Rules and Regulations

This Agreement shall be subject to the prevailing legislation, HDB policies, rules and regulations on the rental of HDB flats.

13. SPECIAL CONDITIONS

13.1 The parties agree that the special conditions referred to in ITEM 15 form part of this Agreement. If there is any conflict between the provisions of this Agreement and the special conditions, then the special conditions shall prevail.

14. INVENTORY LIST

14.1 The Landlord warrants that he shall, when handing over possession of the Flat at the commencement of the Term, prepare two (2) copies of the Inventory List (annexed herein as Annexure B) for the Tenant's endorsement. Each party shall keep one (1) copy of the Inventory List. The Inventory List shall serve as conclusive evidence of the condition of furniture and fixtures in the Flat for the purposes of this Agreement and any extension, renewal or continuation of the tenancy created under the Agreement. For the avoidance of doubt, a breach of this Clause by either party shall not be a ground for termination under Clause 8.1 of the Operative Part.

15. PROPERTY CONDITION REPORT

15.1 The Tenant warrants that he shall, within the Problem-Free Period indicated in ITEM 17, prepare two (2) copies of the Property Condition Report (annexed herein as Annexure C) for the Landlord's endorsement. Each party shall keep one (1) copy of the Property Condition Report. The Property Condition Report shall describe the condition of the Flat at the commencement of the Term and shall serve as conclusive evidence of the condition of the Flat for the purposes of this Agreement and any extension, renewal or continuation of the tenancy created under the Agreement. For the avoidance of doubt, a breach of this Clause by either party shall not be a ground for termination under Clause 8.1 of the Operative Part.

16. SEVERABILITY

16.1 Should any provision (or part thereof) of this Agreement be declared void, unenforceable or illegal by any competent authority or court, this shall not affect the other provisions (or part thereof) which are capable of severance, and which shall continue unaffected.

17. RIGHTS OF THIRD PARTIES

17.1 Except as expressly provided in this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act to enforce any term of this Agreement.

18. WAIVER

18.1 The waiver by either party of a breach or default of any of the provisions in this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions.

18.2 Any delay or omission on the part of either party to exercise or avail itself of any right that it has or may have herein shall not operate as a waiver of any breach or default of the other party.

19. END OF TENANCY CONDITIONS

End of Tenancy

- 19.1** On the expiry of the Term, the tenancy does not come to an end, and the rent and obligations of maintaining the Flat shall continue to be the Tenant's responsibility, until the keys, access cards and/or transponders to the Flat (where applicable) are returned to the Landlord regardless of whether the Tenant has vacated the Flat or not.

Curtain Cleaning

- 19.2** The Tenant agrees upon vacation of the Flat, to have all curtains professionally dry cleaned (at the Tenant's expense) by a contractor and to supply a receipt as evidence that the curtains have been dry cleaned.

20. DEFINITIONS AND INTERPRETATIONS

- 20.1** In this Agreement, unless otherwise required by the context or subject matter:

Inventory List Means a list of the Landlord's furniture contained in the Flat at the commencement of the Term.

Property Condition Report Means the report prepared by the Tenant in relation to the condition of the Flat at the commencement of the Term.

The expression "the Landlord" Where the Landlord is a natural person shall include its personal representatives and assigns.

The expression "the Tenant" Where the Tenant is a natural person shall include its personal representatives.

Where the Tenant is a company shall include its successors-in-title.

- 20.2** Where the Landlord consists of two [2] or more persons, all covenants and stipulations made by or applicable to such persons are made or applicable jointly and severally.

- 20.3** Where the Tenant consists of two [2] or more persons, all covenants and stipulations made by or applicable to such persons are made or applicable jointly and severally.

- 20.4** Words importing the neuter gender shall include the masculine and feminine genders and vice versa; and Words in the singular shall include the plural and vice versa.

- 20.5** A reference to an "ITEM" in this Agreement is a reference to that ITEM in the Schedule.

- 20.6** The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.

ANNEXURE A

END OF TENANCY CHECKLIST

Property Address _____

The Tenant understands at the end of the Term to return the Flat to a condition comparable with that at the commencement of the Term (fair wear and tear excepted). The Landlord may claim as damages costs and expenses incurred or likely to be incurred that result from a breach of Tenant's obligations in this Agreement.

The Landlord/his representative may conduct an inspection of the Flat at the end of the Term before taking back possession of the Flat. When handing over, the following is expected: -

1. The Flat is thoroughly cleaned including all cabinets, wardrobes, appliances, windows, lightings, furniture and fixtures.
2. The Tenant's belongings and other goods brought onto the Flat during the duration of the Term are removed. The Landlord shall have the right to remove and/or dispose of any belongings or other goods left behind by the Tenant.
3. The Flat is in substantially the same condition as that at the commencement of the Agreement, save for fair wear and tear.
4. The Tenant shall make good any damage to the Flat upon removal of any nails, screws, adhesive materials, fixtures or fittings.
5. The Tenant shall furnish to the Landlord the receipts evidencing regular servicing and maintenance of the air-conditioners.
6. The Tenant shall return all telecommunication equipment subscribed and installed in the Flat.
7. The Tenant shall ensure that all keys, access cards, instruction manuals and items in the Inventory List are accounted for.
8. The Tenant shall not terminate the utilities account(s) as electricity and water supply are needed to determine if the electrical appliances, water faucets and sanitary apparatus are in working order. The Landlord shall, as soon as practicable after joint inspection and/or upon taking back possession of the Flat, apply for the termination of the utilities account(s).

ANNEXURE B
INVENTORY LIST

Property Address _____

The Inventory List shall describe the quantity and condition of each furniture, fixture and fitting within the Flat at the commencement of the Term. This Inventory List shall be prepared in duplicate and duly endorsed by the Landlord and the Tenant.

Living area

Description	Quantity	Remarks

Dining area

Description	Quantity	Remarks

Master bedroom

Description	Quantity	Remarks

Bedroom #02

Description	Quantity	Remarks

Bedroom #03

Description	Quantity	Remarks

Attached bathroom

Description	Quantity	Remarks

Common toilet

Description	Quantity	Remarks

Kitchen

Description	Quantity	Remarks

Keys

Description	Quantity	Remarks

Tenant Signature _____ **Date** _____

Landlord/Rep Signature _____ **Date** _____

Witness(es) [where applicable]

Signature _____ **Date** _____

Signature _____ **Date** _____

ANNEXURE C

PROPERTY CONDITION REPORT

Property Address _____

Move-in Date _____

Move-out Date _____

The Tenant shall prepare this Property Condition Report in duplicate within thirty (30) days of the commencement of the Term which shall be duly endorsed by the Landlord and the Tenant. The Property Condition Report shall be conclusive evidence of the condition of the Flat at the commencement of the Term.

Condition of floors (stains, burns, holes, snags, worn)

Move In	Photo	Move Out

Condition of walls (holes, marks, stains, hooks, nails)

Move In	Photo	Move Out

Condition of ceilings (stains, holes, cracked plaster, other damage)

Move In	Photo	Move Out

Condition of doors & locks (scratches, discoloured, secured)

Move In	Photo	Move Out

Condition of lighting fixtures (stains, rusty, broken)

Move In	Photo	Move Out

Condition of windows (dirty, missing locks, broken glass or frames)

Move In	Photo	Move Out

Condition of curtains, drapes (stains, holes, torn)

Move In	Photo	Move Out

Appliances (dirty, damaged, inoperable, missing or has missing parts)

Item	Move In	Move Out

Furniture (scratches, burns, upholstery worn, missing parts, etc.)

Item	Move In	Move Out

Tenant Signature _____ **Date** _____

Landlord/Rep Signature _____ **Date** _____

Witness(es) [where applicable]

Signature _____ **Date** _____

Signature _____ **Date** _____