DATED 6TH FEBRUARY 2025

**TENANCY AGREEMENT**

BETWEEN

**Full Name**

**(MYKAD: 888888-88-8888)**

**(LANDLORD)**

AND

**FULL Name**

**(MYKAD: 888888-88-8888)**

**(TENANT)**

SAID PREMISES

**# Apartment**

**JALAN KLANG LAMA**

**58000 KUALA LUMPUR**

THIS TENANCY AGREEMENT (hereinafter referred to as "the Agreement") is made the day and year stated in **Section 1 of the Schedule** hereto between the party whose name and description is stated in **Section 2 of the Schedule** hereto (hereinafter referred to as "the Landlord") of the one part and the party whose name and description is stated in **Section 3 of the Schedule** hereto (hereinafter referred to as "the Tenant") of the other part.

# WHEREAS :-

1. The Landlord is the registered and beneficial owner 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 has agreed to let and the Tenant has agreed to take the Said Premises together with furniture, fixtures, and fittings as described in the **Inventory** hereto (where applicable) upon the terms and conditions hereinafter contained.

# NOW IT IS HEREBY AGREED AS FOLLOWS :--

1. Subject to the terms and conditions hereinafter contained, the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Said Premises for the term as stated in **Section 5 of the Schedule** hereto, commencing from and expiring on the date stated in **Section 7 of the Schedule** hereto.
2. The monthly rental stipulated in **Section 8 of the Schedule** hereto (hereinafter referred to as "the said Rent") shall be due and payable in advance in the manner and at the time stipulated in **Section 9 of the Schedule** hereto.
3. The Tenant shall upon the execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the deposit stipulated in **Section 10 of the Schedule** hereto (hereinafter referred to as "Security Deposit") 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 Security Deposit shall be maintained at this figure during the term of this tenancy and the Tenant shall not be entitled to utilise the Security Deposit to offset any rental due under this Agreement without the previous written consent of the Landlord. The Security Deposit shall be returned to the Tenant without interest thereon, within fifteen (15) 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 excepted).
4. The Tenant shall upon the execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the deposit stipulated in **Section 11 of the Schedule** hereto (hereinafter referred to as "Utility Deposit") being the deposit for water and electricity which sum shall be refunded to the Tenant without interest thereon, within fifteen (15) days after the expiry of this Agreement on the clearance of all water and electricity bills incurred by the tenant during the term of this tenancy. The Utility Deposit shall under no circumstances be used by the Tenant to off-set any utility bills under this Agreement without the previous written consent of the Landlord.

# 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 electricity, water, and all other utilities supplied to the Said Premises.

5.3 To keep the Said Premises, the fixtures and fittings listed in the **Inventory** hereto (if any) together with any additions thereto in good and tenantable repair condition (normal wear and tear excepted) and to replace or repair any of the aforesaid items and any part of the Said Premises and the Landlord's fixtures and fittings which shall be damaged.

5.4 Not to make or permit to be made any alterations in or additions to the Said Premises or the Landlord's fixtures, fittings decorations therein without having first obtained the written license and consent of the Landlord thereof and in the event of such 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 Said 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 prior notice at all reasonable times to enter upon and examine the condition of the Said 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 to execute the same and if the Tenant shall not within fourteen (14) days after the service of such notice proceed diligently with the execution of such repairs or works then the

Landlord with or without workmen and others shall be entitled to enter upon the Said Premises and execute the repairs and the Tenant agrees that the costs thereof shall be a debt from the Tenant to the Landlord and be forthwith recoverable by action.

5.6 To use the Said Premises only for the purpose stipulated in the **Section 12 of the Schedule** hereto and not to use or permit to be used the Said Premises for any illegal, unlawful or immoral purposes whatsoever that may affect adversely the interest of the Landlord and not to do or permit to be done any act or thing which may become a nuisance or annoyance 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 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 Premises anything which may or will infringe any of the laws, by-law or regulation made by the Government or any competent authority affecting the Said Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the premium 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 peaceable and quietly deliver up to the Landlord vacant possession of the Said Premises in good, clean and proper state of tenantable 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 Said 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 Said Premises arms ammunitions or unlawful goods gunpowder or any explosive or any article or articles of a specially combustible inflammable or dangerous nature and unlawful goods in any part of the Said Premises.

5.11 During the two (2) months immediately preceding the termination or sooner determination of the tenancy unless the Tenant shall have given notice of his intention to renew the tenancy as hereinafter provided, to permit persons with the written authority from the Landlord at all reasonable times of the day to view the Said Premises for the purpose of letting the same.

5.12 In respect of the maintenance of the air-conditioners (if any), the Landlord shall bear the costs of major repair and the Tenant shall maintain and service all the air-conditioners during the said tenancy period at the Tenant's own cost.

# THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows :-

6.1 To pay the Quit Rent, assessment, maintenance fees, service charges, and other outgoings relating to the Said 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 Said Premises except the furniture, fixtures and fittings therein belonging to the Tenant insures against loss or damage by fire or tempest and in case of destruction by fire or tempest to replace or reinstate the same as speedily as possible.

6.3 To maintain and keep the main structure of the Said Premises that is the roof, main walls and timbers, drains, water pipes and electrical wiring 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.

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 Said Premises without interruption from the Landlord or any persons rightfully claiming through under or in trust for him.

# PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH

**PARTIES** 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 or if the Tenant shall suffer execution on the Said Premises or if the Tenant shall become 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 authorised by the Landlord in that behalf at any time thereafter to re-enter upon the Said 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 In case the Said Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) or so as to be unfit for occupation or use for a period greater than One (1) month the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall (after the expiration of the aforesaid One (1) month period) be suspended until the Said Premises shall again be rendered fit for occupation and use AND PROVIDED ALWAYS that if the Said Premises or any part thereof shall not be rendered and reinstated and made ready and fit for occupation within a period of two (2) months from the date of the happening of any such event the Tenant shall be at liberty to give to the Landlord one (1) calendar month's notice in writing determining the Tenancy hereby created and thereupon this Tenancy shall absolutely determine and the Security Deposit and the Utility Deposit paid by the Tenant hereunder shall be refunded to the Tenant forthwith but without prejudice to the right of action of the Landlord in respect of any antecedent breach of any covenant or condition herein contained.

7.3 Notwithstanding anything herein contained, the Landlord shall not be liable either to the Tenant, its employees, agents or licensees in the Said Premises or to others who may be permitted to enter or use the Said Premises for accidents happening or injuries sustained or loss of or damage to goods or chattels in the Said Premises or any part thereof unless it was due to the gross negligence of the Landlord.

7.4 In the event the Tenant shall be desirous of taking a tenancy of the Said Premises for a further term, the Tenant shall give the Landlord two (2) months' written notice of the same. Provided always that the terms and conditions of this Agreement shall have been duly observed and performed by the Tenant, the Landlord shall grant the Tenant a further term of tenancy as stipulated in **Section 6 of the Schedule** hereto upon the same terms and conditions and at a rental to be agreed upon.

7.5 Should the Tenant without first had and obtained the written consent of the Landlord, leave or vacate or attempt the Said Premises prior to the expiry of the term hereby created, the Landlord shall forthwith be entitled to be compensated by forfeiting the Security Deposit and the Utility Deposit subject always to the Tenant's right to give to the Landlord a sixty (60) days notice in writing of his intention to pre-determine the tenancy provided that the Tenant has not at any time breached any of the terms and conditions herein contained.

7.6 In the event the Landlord shall be desirous of selling the Said Premises prior to the expiration of the term hereby created, the Landlord hereby covenants, undertakes and agrees that such sale shall be subject to this tenancy and shall procure the Purchaser to continue with the terms and conditions of this Agreement in lieu of the Landlord.

7.7 All costs and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and each party shall bear their own solicitor's fees.

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 post and shall be deemed to be sufficiently served at the time when the ordinary course of post would have been delivered.

1. In this Agreement :-
   1. The terms "Landlord" and "Tenant" shall include their heirs, personal representatives and successors in title.
   2. Words importing the masculine gender only shall include feminine and neuter genders and vice versa.
   3. Words importing the singular number only shall include the plural and vice versa.

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# THE SCHEDULE

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

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| --- | --- | --- | --- |
| **Section** | **Subject** | **Particulars** | |
| 1. | Date of this Agreement | 6TH FEBRUARY 2025 | |
| 2. | Description of Landlord | Name | : |
|  |  | MyKad | : |
| 3. | Description of Tenant | Name | : |
|  |  | MyKad | : |
| 4. | Description of Said Premises | #Condo | |
| 5. | Term of Tenancy | One (1) year | |
| 6. | Renewal Option | One (1) year at a rental mutually agreed upon | |
| 7. | Commencement Date of the  Tenancy  Expiry Date of the Tenancy | 21ST MAY 2025  21ST MAY 2026 | |
| 8. | Monthly Rental | RM1,800 (RINGGIT MALAYSIA ONE THOUSAND  EIGHT HUNDRED ONLY) | |
| 9. | Rental Due | Due and payable within seven (7) days after the 1st of each month. | |
| 10. | Security Deposit | RM3,600 (RINGGIT MALAYSIA THREE THOUSAND  SIX HUNDRED ONLY) | |
| 11. | Utility Deposit | RM900 (RINGGIT MALAYSIA NINE HUNDRED  ONLY) | |
| 12. | Use of the Said Premises | For residential purpose only | |

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

# SIGNED BY SAID LANDLORD

**Name :** FULL NAME )

**MyKad :** 888888-88-8888 )

)

**In the presence of :** )

**MyKad :** )

)

# SIGNED BY SAID TENANT

**Name :** FULL NAME)

**MyKad :** 888888-88-8888

)

**In the presence of :** )

# MyKad : )

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