TENANCY AGREEMENT

AN AGREEMENT made this\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_ 2021 between Soo Sze Yang (NRIC No. 890302-10-5877) of 1257, Jalan Jiran, Taman Gembira, off Jalan Kuchai Lama, 58200 Kuala Lumpur (hereinafter called “the Landlord”) of the one part and Jason Ching Chou Yi (NRIC No. 790120-02-5229) of Unit A-16-3A Kiaramas Danai, Mont Kiara, 50480 Kuala Lumpur (hereinafter called “the Tenant”) of the other part.

The Landlord is the registered owner of the assigned condominium and its related facilities known as **A-7-06, AIRA RESIDENCY, JALAN BATAI, DAMANSARA HEIGHTS, 50490 KUALA LUMPUR** (hereinafter called “the Demised Premises”).

The Landlord has agreed to let and the Tenant has agreed to rent the Demised Premises together with all the fixtures and fittings then therein and thereon as per Schedule ‘A’ attached at the rental and upon the terms and conditions hereinafter appearing.

1. The Landlord hereby lets to the Tenant the Demised Premises together with the fixtures and fittings now therein for a period of One and a half (1.5) years commencing from the 1 January 2022 to 30 June 2023 at a monthly rental of RM THIRTEEN THOUSAND (RM 13,000) only, payable in advance by monthly payment on the FIRST day of each and every calendar month without any deductions whatsoever time being of essence.

2. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows: -

(a) To pay to the Landlord the rent hereby reserved in advance and promptly on the days and in the manner aforesaid without any delays whatsoever.

1. Upon commencement of the Tenancy to deposit with the Landlord the sum of RM TWENTY SIX THOUSAND (RM 26,000) only being TWO (2) months rental as security for the due observance and performance of the covenants on the part of the Tenant herein contained PROVIDED ALWAYS that the aforesaid sum shall be refunded without any interest to the Tenant within thirty (30) days from the date of termination of the Tenancy hereby created less any lawful deduction(s) as may then be found to be due to the Landlord or any relevant body or authority.
2. To pay the utilities deposit of RINGGIT THIRTEEN THOUSAND (RM 13,000) only to the Landlord for all charges and outgoings in respect of electricity, telephone, water, gas and/or sewerage charges consumed on the Demised Premises. Such deposits shall be refunded without any interest by the Landlord to the Tenant at the termination of this tenancy provided all electricity, telephone, water, and or gas bills and other such charges have been settled up to date of vacating the Demised Premises with proof of such payment thereof.
3. To pay promptly to the relevant authorities all water, electricity, gas, sewerage and other charges and outgoings which now are or may at any time hereafter during the term of the Tenancy hereby created be imposed or charged upon in respect of the Demised Premises or any part thereof for which the Tenant is liable. Proof of said payments is to be provided to the Landlord upon requests.
4. To keep at all times the said premises and the appurtenances thereof including the doors, windows, louvers, fittings, fixtures, fastenings (including but not limited to locks, bolts, latches) wires waste water drain and other pipes and sanitary apparatus and other structures and erections and the painting and decoration thereof and all glass woodwork and iron works in any part of the premises in good and substantial repair and condition throughout the term of the Tenancy hereby granted (normal wear and tear excepted) and to replace fittings and appurtenances in the said premises which may be or become beyond repair at any time during the Tenancy or sooner determination of the term of the Tenancy hereby granted.
5. To take due and proper care of the fixtures and fittings and keep clean in good repair and preserved from injury and from deterioration otherwise than by reasonable use and wear thereof and so far as possible forthwith to replace with articles of the same sort and equal value such as may be lost broken or destroyed or to compensate the Landlord in damages for any omission to replace as aforesaid and to repair and make good such articles as may be damaged (except as aforesaid) and not to permit or suffer any of the fixtures or fittings to be removed from the Demised Premises otherwise than for necessary repairs. The tenant shall be responsible for procuring and installing their own curtains and blinds and if the tenant chooses, have the right to take back or grant the owner possession of said curtains and blinds.

(g) To inform the landlord of the intended drillings agreed by the conditions below.

Upon vacating the drilled holes or marks made on the wall for fixture of TV, wall hanging, ornaments etc or any marks made by the tenant is to be made good as per original wall when tenant first received the premise. Failure to do so, the landlord will made good the wall and the expenses will be borne by the tenant or deducted from the 2 months rental deposit.

(h) Not to do or suffer or permit to be done upon the Demised Premises or any part or parts thereof anything which may be or become a nuisance or annoyance to or in any way interfere with the quiet and comfort of the occupiers of any neighbouring or adjoining units or property.

(i) Copies of invoices of such servicing are to be sent to the Landlord upon requests. 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 every six (6) months during the said tenancy period at the Tenant’s own cost.

(j) The Tenant to be responsible for all minor repairs below RM300 and routine maintenance such as replacement of any blown bulbs and tubes, electrical items, fixtures, fittings, filter of cooker hood, making good any choked basins and drains in the kitchen and bathrooms, etc at Tenant’s own expense.

(k) Not to do or permit or suffer to be done on the Demised Premises or any part(s) thereof anything which will or may infringe any of the laws by-laws or regulations made by any competent authority affecting the Demised Premises such laws to include those set by the building management.

(l) Not to keep or permit to be kept on the Demised Premises or any part(s) thereof any materials of a dangerous or explosive nature or the keeping of which may contravene any local statute regulations or by-laws.

(m) Not to do or permit to be done anything whereby the policy or policies of insurance in respect of the Demised Premises against damage by fire may become void or voidable.

(n) Not to assign underlet or part with the possession of the Demised Premises or any part thereof without the Landlords express written consent. Such consent shall be provided or denied at the Landlord’s absolute discretion.

(o) Upon the expiration of the term hereby created, peaceably and quietly to deliver up to the Landlord possession of the Demised Premises together with all fixtures and fittings therein in such good and tenantable repair and condition as aforesaid (fair wear and tear and damage by Acts of God excepted) prior to vacating the Demised Premises.

(p) To allow the Landlord’s appointed agent Hans Marvin Fernandez (NRIC No.670501-71-5067) only, to bring prospective purchasers to view the property at a maximum frequency of twice per month from 1 January 2022-30 June 2022 and once every two months thereafter until the expiry of the tenancy subject to:

i) Maximum of 3 persons per visit

ii) Purchaser and agent to take an RTK test provided by the tenant prior to entry.

iii) Purchaser and agent to wear masks and foot covers (provided by the tenant) during the visit.

The above agreement is to facilitate landlord’s intent to sell the property.

(q) To bear all costs of and incidental to the preparation of this Agreement and the stamp duty thereon.

(r) The Demised Premises is for domicile purpose only and tenants are not allowed to conduct or engaged in any business, trade or involve in any illegal activities using the said premise or with the address of the Demised Premises.

(s) To observe all rules and regulations set by the Joint Management Body or any other authority.

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

(a) To pay all quit rents and rates (except as hereinbefore provided) payable from time to time to the relevant authorities in respect of the Demised Premises.

(b) To pay for all monthly services charges assigned to the Demised Premises.

(c) To maintain and keep the main structure external walls roof and main drains of the Demised Premises in good and tenantable repair and condition throughout the term hereby created.

(d) To insure and keep insured the Demised Premises to the full insurable value thereof from loss or damage by fire and to pay all premiums necessary for that purpose and in case of damage or destruction by fire (unless the insurance moneys become irrecoverable through any act or default of the Tenant) to rebuild and reinstate the same as speedily as possible.

(e) Subject to the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations on its part herein contained shall peaceably

hold and enjoy the Demised Premises during the term hereby created without any interruption by the Landlord or any person(s) rightfully claiming under or in trust for the Landlord.

(f) To provide ceiling fans in all bedrooms and one in the living room prior to commencement of the tenancy.

4. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES HERETO as follows: -

(a) If the rent hereby reserved on any part thereof shall be in arrears (14 days) and unpaid for after the same shall have become due (whether formally demanded or not) or if the Tenant shall be in default in the observance of any of the covenants on their part herein contained and if the Tenant shall fail to remedy such breach after formal notice of such breach has been given by the Landlord to the Tenant or if the Tenant shall have a receiving order made against him or shall make any assignment for the benefit of his creditors or enter into any agreement with his creditors by composition or otherwise or suffer any distress or attachment or execution to be levied against his goods then and in any of the aforesaid events the Landlord shall at any time thereafter be entitled to terminate this Tenancy by notice in writing to the Tenant, whereupon such termination, the Landlord shall forfeit the security deposit paid hereunder but without prejudice to any action or other remedy which the Landlord has or might or otherwise could have for the recovery of damages or arrears as a result of any such event.

In the event the Tenant continues to remain in occupation of the Demised Premises and fails to surrender the whole of the Demised Premises and every part thereof after the termination of the Tenancy pursuant to the above herein, the Landlord shall be entitled to re-possess the demised Premises by way of court proceedings under Section 7(2) of the Specific relief Act 1950.

All costs and expenses (including legal costs on a solicitor-client basis) incurred by the Landlord in bringing an action for re-possession shall be borne by the Tenant, and the Landlord may recover the same from the Tenant.

1. Acceptance of the rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right of action against the Tenant in respect of any breach of it obligations hereunder.

(c) The Rental / Security Deposit paid under clause 2 (b) above will be forfeited in the event of the Tenant failing for any reason whatsoever to occupy the Demised Premises for the full and complete term of the Tenancy hereby created or for the full and complete term of a renewal of the tenancy hereby created (if renewed), but without prejudice to any other claims or rights of action which the Landlord may have against the Tenant under the terms of this agreement.

(e) In the event the Demised Premises or any part(s) thereof shall at any time during the said term be destroyed or damages by the fire lighting explosion or otherwise so to become partially or totally unfit for habitation (except if caused by the Tenant action or negligence) the Tenant shall have the right forthwith to determine this Tenancy or at its option to continue residing at the Demised Premises paying a fair proportion of the rent hereby reserved according to the nature and extent that the Tenant shall have been deprived of the use and benefit of the Demised Premises and such amount of rental is to be ascertained by a licensed valuer to be nominated by the Landlord and mutually agreed to by the Tenant and such decision shall be final.

1. The Landlord may, on the written request of the Tenant made not less than two (2) calendar months before the expiration of the term hereby created and if there shall not be at the time of such request any existing breach or non-observance of any of the covenants on the part of the Tenant hereinbefore contained, at the expense of the Tenant grant to the Tenant a further term of ONE AND A HALF (1.5) years from the date of expiration of the term hereby created at a rental to be then agreed upon by the parties hereto but otherwise containing the like covenants and provisos herein contained with the exception of the present covenant for renewal. For the avoidance of doubt, should the Tenant fail to accept the rental proposed by the Landlord by 30 June 2023, this Tenancy will be deemed as terminated.
2. To allow an appointed Real Estate Agent to show the Demised Premises to prospective tenants during the two (2) months immediately preceding the termination of this Tenancy hereby created provided no renewal of the present Tenancy is required by the Tenant.

(i) In the event the property is sold during the tenancy period, the tenant shall be given a minimum of fifteen months’ notice to vacate the property whereby this tenancy shall be terminated without penalty; provided always the new owner requires vacant possession prior to 30 June 2023 or the termination of this Tenancy.

(j) Any notice requiring to be served hereunder shall be in writing and shall be sufficiently served on the Tenant if left addressed to the Tenant on or at the Demised Premises or forwarded to them by post to their last known place of business and a notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.

(k) No pets will be kept within the unit.

(l) Any indulgence given by the Landlord hereto shall not constitute a waiver of or prejudice their rights herein contained.

(m) Time wherever mentioned in this agreement will be of the essence of this agreement.

(n) In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided: -

(i) Words importing the masculine gender include the feminine and neuter genders;

(ii) Words applicable to human beings include any body of persons

corporate or unincorporate;

(iii) Words in the singular include the plural and vice versa;

(iv) The expressions “the Landlord” includes its successors in title and

assigns and “the Tenant” include its successors in title and permitted assigns.

AS WITNESS the hands of the parties hereto the day and year first above written.

Signed by the Landlord

NAME : Soo Sze Yang

NRIC No. : 890302-10-5877

.....................................................................

in the presence of :-

Name :

NRIC No. :

.........................................

Signed by the Tenant

NAME : Jason Ching Chou Yi

NRIC No. : 790120-02-5229

..............................................

in the presence of:-

Name :

NRIC No. :

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**SCHEDULE I**

(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 of 2021 |
| 2. | Description of Landlord | Soo Sze Yang  1257, Jalan Jiran,  Taman Gembira,  off Jalan Kuchai Lama, 58200 Kuala Lumpur |
| 3. | Description of Tenant | Jason Ching Chou Yi  Unit A-16-3A Kiaramas Danai,  Mont Kiara, 50480 Kuala Lumpur |
| 4. | Description of Said Premises | A-7-06 Aira Residency  Jalan Batai  Damansara Heights 50490  Kuala Lumpur |
| 5 a.  5 b.  5 c. | Term  Commencing  Terminating | 1.5(One and a half) years  1st January 2022  30st June 2023 |
| 6 a.  6 b. | Monthly Rental  Due On | **Ringgit Malaysia RM 13,000.00 (Thirteen Thousand) throughout the tenure of the Tenancy.**  Due and payable on the 1st day of each month. |
| 7. | Security Deposits  (2 months rental) | **Ringgit Malaysia: Twenty Six Thousand Only (RM 26,000.00)** |
| 8. | Utility Deposits | **Ringgit Malaysia: Thirteen Thousand Only**  **(RM 13,000.00)** |
| 9. | Option To Renew | One and a half (1.5) year at a rental to be mutually agreed upon. |
| 10. | Use of the Said Premises. | Residential purpose only. |
| 11. | Landlord’s Bank Details | Bank : Maybank Berhad  Account Name : Soo Sze Yang  Account No : 514329648403 |

**SCHEDULE II**

**MAINTENANCE CHECK LIST**

This is to confirm that the Landlord / Landlord’s 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-conditioners  *(replacement of spare part)* | Air-conditioners  *(normal service all air-conditioning regularly at least once every 6 months)* |
| Water heater, flush system, shower head  *(replacement of spare part)* | Lighting  *(replacement of bulb)* |
| Refrigerator/Dishwasher  *(replacement of spare part)* | Drainage system  *(clogging & leaking)* |
| Washing machine/Dryer  *(replacement of spare part)* | Hinge for wardrobe, cabinet & kitchen cabinet  *(replacement of screw, to maintain good condition)* |
| Sink garbage disposal unit  *(replacement of spare part)* | *(Non provided* |
| Ceiling fans  (replacement of spare part) | All electrical items  *(to maintain good condition inclusive normal servicing)* |

In the event the Tenant terminates this Tenancy Agreement or upon expiration of the term the Tenant shall be responsible:

1. To thoroughly clean the whole apartment including fabrics.
2. To service all the air-conditioners, including chemical cleaning.
3. To make good and tenantable repair all electrical items (normal wear and tear excepted).
4. To ensure plumbing system are in good working conditions.
5. To pay all due date charges in respect of water, sewerage, electricity, gas and all others utilities supplied to the Demised Premises.

The Tenant shall provide the payments proof and receipts for the aforementioned items

Confirmed by the Landlord Confirmed by the Tenant

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Name: Soo Sze Yang Name: Jason Ching Chou Yi

Date: 11/11/2021 Date: