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**TENANCY AGREEMENT**

No 5 Jalan Opera,
Mayang Sari, TTDI Jaya, 40150,
Shah Alam, Selangor

**BETWEEN**

MUHAMMAD ALI BIN ABDUL AZIZ

**AND**

LIYANA BINTI NOR AFENDI

ON 21 AUGUST 2023

**FIRST SCHEDULE**

|  |  |  |
| --- | --- | --- |
| **No.** | **Matters** | **Details** |
| 1. | Agreement Date |  1 September 2023 |
| 2. | **Landlord**Name:IC No.: | Muhammad Ali Bin Abdul Aziz123456-12-1234 |
| 3. | **Tenant**Name:IC No.:Address: | Liyana Binti Nor Afendi 654321-21-4321No 100, Jalan Melor 8G, 48200 Petaling Jaya, Selangor. |
| 4. | Address of the Property | No 5 Jalan Opera,Mayang Sari, TTDI Jaya, 40150,Shah Alam, Selangor |
| 5. | Type of Property | Two-storey Terrace |

**SECOND SCHEDULE**

|  |  |  |
| --- | --- | --- |
| **No.** | **Matters** | **Details** |
| 1. | Period of Tenancy | 1 year with an option to renew for another year at the then prevailing market rental to be mutually agreed upon. |
| 2. | Effective Date | 1 September 2023 to 31 Ogos 2024. |
| 3. | Monthly Rent | RM1,300 |
| 4. | Method of Payment | Payment must be made on the first day and NOT EXCEED the seventh day of each month, through:CIMB - 123456789123 |
| 5. | Initial payment1. Deposit (2 months)
2. Utility deposit (Electric + Water + Sewerage)
3. Advance rental

 **Total:** | **RM2,600****RM650****RM1,300****RM4,550** |

This agreement was made on **21 August 2023**, between **MUHAMMAD ALI BIN ABDUL AZIZ** (from now on referred to as 'Landlord') and **LIYANA BINTI NOR AFENDI** (from now on referred to as 'Tenant').

WHEREAS the Landlord is the registered owner of the house located at **No 5 Jalan Opera, Mayang Sari, TTDI Jaya, 40150, Shah Alam, Selangor** (from now on referred to as the "Said House").

AND WHEREAS the Landlord now agrees to lease, and the Tenant agrees to rent the Said House for **1 YEAR, from 1 September 2023 to 31 Ogos 2024,** subject to the terms and conditions contained herein.

**THE TENANT NOW AGREES WITH THE LANDLORD AS FOLLOWS:**

* + - 1. The Tenant shall pay the Landlord a sum of **RM1,300**. The balance of the deposit and the first month's rent of **RM3,250** shall be paid before **30 September 2023**. The detailed payment schedule is as stated in the Second Schedule. Failure to make full payment will cancel this agreement, and the deposit will not be refunded.
			2. The Tenant is personally and/or jointly responsible for paying the amount in paragraph (1).
			3. Not to use and/or allow the Said House and/or any part thereof to be used for illegal, unlawful, or immoral activities, whether business or trade, gambling, or protecting criminals in any form whatsoever.
			4. The Tenant shall not rent or hand over either wholly or partially any part of the Said House, including parking, to any other person without the prior written consent of the Landlord. If the Tenant violates the intention of this paragraph, the Landlord has the right to collect all rental payments made by other parties and/or take any action as stipulated in this agreement.
			5. **The Tenant shall not allow and/or carry out any changes or additions to the exterior or interior of the Said House in any way whatsoever without the Landlord's prior written consent. If any amendments or additions are allowed, the Tenant will make them at their own expense without the right to demand any contribution or assistance from the Landlord. The Tenant is also not entitled to claim any compensation after the end or termination of this agreement.**
			6. The Tenant shall not keep and/or breed any animals within the premises of the Said House or anywhere within the compound of the Said House.
			7. The Tenant shall not bring or store any weapon, explosive material, poisonous or hazardous material that is easily flammable or combustible into the Said House unless after complying with the legal requirements and obtaining the consent of the relevant authorities and the Landlord.
			8. Maintain the cleanliness of the entire interior and exterior of the Said House, including the corridor, staircase, and the surroundings of the Said House, as determined by the Landlord or his/her authorized officers or representatives.
			9. Maintain and ensure that the condition of the Said House throughout the rental period is always in a good and habitable condition (normal wear and tear excepted).
			10. **Obtain permission from the Landlord before hanging picture frames or furniture. After obtaining consent and before ending the lease, the Tenant must remove the frames or furniture, and patch the wall back to its original condition, including repainting.**
			11. The Tenant is only allowed to install additional locks with the Landlord's written consent. The Landlord will be given a duplicate of all keys installed at the Tenant's expense before installation.
			12. Not to allow or permit any matter that violates the law, house rules, government regulations, or any other authority involving the Said House or which may render the insurance policy that protects it from loss or destruction due to fire invalid or cause its premium to increase.
			13. The Tenant shall not engage in or allow anyone to engage in any immoral or unlawful act in the Said House that may disturb the peace or tranquility or cause discomfort to the residents in the area.
			14. The Tenant shall settle any disputes with neighbors peacefully and responsibly.
			15. Allow the Landlord or his/her authorized representative or employees to enter the Said House at any time to inspect or repair the house the Landlord deems necessary. For this inspection, the Landlord shall give the Tenant 48 hours' notice or notice before entering the House or any part thereof.
			16. The Tenant is responsible for repairing any damage caused by the Tenant's use or negligence or by the Tenant's hired workers or visitors.
			17. Responsible for timely electricity, water, and sewerage bill payments.
			18. **The Tenant agrees to rent the Said House in its current condition. The Tenant also agrees to return the Said House in the same condition to the Landlord and bear the cost of cleaning/repairing/restoring if the Landlord hires someone to perform as such when the rental agreement period ends or is terminated. The Tenant is also responsible for settling all outstanding utility bills, if any.**

**LANDLORD'S RESPONSIBILITIES:**

Repair any significant damage (such as leaks, wiring) that occurs on the Said House that is **not caused by the Tenant's negligence or use**. Be responsible for overseeing and managing all repair work on the Said House throughout the rental period.

The Landlord will return the deposit to the tenant within 21 days after the rental period ends or is terminated, subject to the conditions that the Landlord can use the deposit to settle any or all of the following:

Overdue house rent and utility bills

Expenses to repair any damage or destruction from deliberate or negligent acts or omissions of the tenant, staff and/or its representatives

Any charges imposed on the tenant according to the terms contained in this agreement

Expenses incurred by the Landlord to restore the house condition as when this agreement was signed.

Ensure that safety measures have been taken before the Tenant moves into the Said House, such as the installation of door knobs and window locks in good condition, and the house wiring system and water supply can be used safely and properly.

**AGREEMENT BETWEEN LANDLORD AND TENANT:**

1. The Landlord shall hand over the house keys to the Tenant after the Tenant pays the deposit unless agreed upon by both parties.
2. If the agreement ends or the Landlord or Tenant terminates it, it is the Tenant's responsibility to immediately hand over the house keys and access card to the Landlord or their representative.
3. **If the Landlord receives no rental payment on the agreed date as stated in the Second Schedule (4), the deposit will be used to pay the arrears, and the Landlord has the right to terminate this rental agreement immediately unless the Landlord, at his/her discretion, gives additional time for the Tenant to settle the arrears.**
4. If the Tenant wishes to renew the rental period when the period contained in this agreement ends, the Tenant must give written notice to the Landlord at least two (2) months before the end of the rental period.
5. The Landlord has the right not to renew the rental period.
6. The Landlord has the right to terminate this rental period immediately if there is a violation of the terms of this agreement. Or when the Landlord wishes to reclaim the House for any purpose by giving written notice to the Tenant no less than two (2) months in advance.
7. The Tenant has the right to terminate the rental by giving written notice to the Landlord for at least two (2) months or the deposit will not be refunded.
8. During the notice period, the Tenant must pay the monthly rent as usual and cannot use the deposit to pay the monthly rent.
9. Termination by the Tenant will not release the Tenant from paying the Landlord any outstanding payments as stated in this agreement.
10. Any disputes between the Landlord and Tenant regarding the rental of the House shall be resolved peacefully and amicably. If a resolution cannot be reached, it shall be resolved through arbitration.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

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| .................................................................................LandlordName: Muhammad Ali Bin Abdul AzizIC No.: 791019-08-6187 |  |  |
| ...........................................................................TenantName: Liyana Binti Nor AfendiIC No.: 931116-10-5206 |  |  |