RESIDENTIAL TENANCY AGREEMENT

General template. Edit it to fit your arrangement. It is not legal advice; you may ask any lawyer to review it. Fill in or delete everything in [square brackets] before signing.

This agreement is dated [day] [month] [year] and is between the Landlord and the Tenant named below (each a “party”).

1. The parties

a. Landlord: [full name as shown on IC or passport], IC / passport no. [number], address [address], phone [number], email [email].

b. Tenant: [full name as shown on IC or passport], IC / passport no. [number], address [address], phone [number], email [email].

c. If either party is a company, write its name and registration number, and the name and position of the person signing for it.

2. The property

a. Address: [full address of the unit, including unit number and postcode].

b. Type: [condominium / apartment / terrace house / room / other], [fully furnished / partly furnished / unfurnished].

c. Included with the property: [number] car park bay(s) [bay numbers], [number] access card(s) and [number] set(s) of keys, and the items in the inventory list (Annex A).

3. Term and renewal

a. The tenancy starts on [start date] and ends on [end date], a term of [number] months.

b. The Tenant may ask to renew for a further [number] months by telling the Landlord in writing at least [2] months before the end date.

c. If both parties agree to renew, the rent for the new term will be [the same / RM[amount] a month / agreed in writing at the time]. A renewal is a new agreement and is stamped again.

4. Rent

a. The rent is RM[amount] a month, paid in advance on or before the [day] day of each month.

b. The Tenant pays the rent by [bank transfer / DuitNow] to [account name], [bank name], account no. [number], with the reference [unit number and month].

c. If the rent is more than [7] days late, [the Tenant pays a late charge of RM[amount] / the parties will agree what happens next in writing].

5. Deposits

a. On signing, the Tenant pays the Landlord a security deposit of RM[amount] ([number] months’ rent) and a utility deposit of RM[amount].

b. The deposits are held by the Landlord for the whole tenancy. The Tenant does not use them to pay rent unless the Landlord agrees in writing.

c. The deposits earn no interest [unless the parties agree otherwise in writing].

SAMPLE