

# TENANCY AGREEMENT

AN AGREEMENT made on the \_\_\_\_ day \_\_\_\_ of TWO THOUSAND AND \_\_\_\_ (20\_\_).

BETWEEN

\_\_\_\_\_  
\_\_\_\_\_  
**Address:** \_\_\_\_\_

**LANDLORD**

(hereinafter called "the Landlord" which expression shall where the context so admits include the person entitled for the time being to the reversion immediately expectant on the term hereby created) of the one part

AND

\_\_\_\_\_  
**Address:** \_\_\_\_\_

**TENANT**

(hereinafter called "the Tenant" which expression shall where the context so admits include the Tenant's successors and assigns) of the other part.

**NOW IT IS HEREBY AGREED** as follows:

1. The Landlord agrees to let and the Tenant agrees to take all that property known as \_\_\_\_\_ (hereinafter called "the said premises") together with the furniture, fixtures and fittings therein belonging to the Landlord as specified in the Schedule annexed hereto (hereinafter called "the furniture") TO HOLD unto the Tenant from the (\_\_\_\_\_) for a term of (\_\_\_\_\_) years, at the rent of DOLLARS \_\_\_\_\_ (S\$ \_\_\_\_\_) per month comprising:

**PROPERTY ADDRESS**

**LEASE PERIOD AND RENT**

The first payment of rent is payable on the signing of this Agreement and subsequent payment of rent payable monthly in advance without deduction whatsoever on or before the \_\_\_\_ day of each calendar month.

**Payment should be paid through GIRO. BANK NAME:** \_\_\_\_\_, **BANK CODE:** \_\_\_\_\_, **BRANCH CODE:** \_\_\_\_\_, **ACCOUNT NUMBER:** \_\_\_\_\_. (**ACCOUNT NAME:** \_\_\_\_\_).

2. **The Tenant hereby agrees with the Landlord** as follows:

(a) To pay the said rent at the times and in manner aforesaid.

(b) To pay a deposit of DOLLARS \_\_\_\_\_ (S\$ \_\_\_\_\_) upon the signing of this Agreement (the receipt whereof the Landlord hereby acknowledges) as security against the breach of any term or condition of this Agreement, such deposit to be refunded (free of interest) within fourteen (14) days after the expiry or lawful termination of this tenancy. This deposit shall not be utilised as set-off for any rent due and payable during the currency of this Agreement.

**SECURITY DEPOSIT**

(c) To pay all charges due in respect of any telephones, television or radio license fees, cable television or other equipment installed at the said premises, including any tax payable thereon.

**UTILITY CHARGES**

(d) 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 premises, including any tax payable thereon.

(e) To keep the interior of the said premises including the sanitary and water apparatus and the furniture and the doors and windows thereof in good and tenable repair and condition throughout this tenancy (fair wear and tear and damage by any act beyond the control of the Tenant excepted).

**MAINTENANCE OF FIXTURES & FITTINGS**

- (f) At Tenant's own cost and expense to keep the interior of the premises of the premises in good and tenantable repair and condition, fair wear and tear excepted, throughout the term and to replace the same with new ones if damaged, lost or broken, which is caused by the Tenant's, occupiers', invitees' or agents' negligence omission or fault. **REPAIR OF DEMISED PREMISES**
- (g) To take due and proper care of the said furniture, fixtures, fittings and effects and to keep them clean and in good repair and condition preserved from damage and from deterioration otherwise than by reasonable use wear and tear thereof and to replace any part or articles which may be lost, broken or destroyed and to compensate the Landlord for any articles not replaced as aforesaid and forthwith to repair and make good such articles as may be damaged and except for the purpose of repair, not to permit or suffer any article to be removed from the said premises without the prior written consent of the Landlord. **DUE AND PROPER CARE**
- (h) To permit the Landlord and its agents, surveyors and workmen with all necessary appliances to enter upon the said premises at all reasonable times by prior appointment for the purpose whether of viewing the condition thereof or of doing such works and things as may be required for any repairs, alterations or improvements whether of the said premises or of any parts of any building to which the said premises may form a part of or adjoin. **ACCESS TO PREMISES**
- (i) To be responsible for all minor repairs and replacement of parts and other expendable items at its own expense up to Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) per item. For the avoidance of doubt, such expenditure exceeding Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_), the excess shall be borne by the Landlord provided if it's not due to Tenant's, occupiers', invitees' or agents' negligence omission or fault. (This will be effective after 30 days from lease commencement date.) **MINOR REPAIRS**
- The Tenant shall be obliged to replace and repair any damage at the Tenant's own full cost if the damage is caused by the Tenant's, occupiers', invitees' or agents' negligence omission or fault.
- (j) To comply with all such rules and regulations and terms and conditions as may be imposed from time to time on occupiers of the building by the Management Corporation or other bodies (where applicable) for the proper management of the same. **COMPLY W/MC**
- (k) At the expiration or lawful termination of the tenancy to peaceably and quietly deliver up to the Landlord the said premises in like condition as if the same were delivered to the Tenant at the commencement of this Agreement, fair wear and tear and act of God excepted. And to clean up the whole premises including the interior of cabinets and wardrobes, electrical appliances and service all the air-cons in the premises and to dry clean all the curtains with proof of receipts. **YIELD UP PREMISES**
- (l) To keep the air-conditioning units installed at and for the said premises in good and tenantable repair and condition which air-conditioning units are to be serviced and maintained once every three (3) months at the expense of the Tenant by a reliable air-conditioning contractor, a copy of the service contract to be forwarded to the Landlord. **MAINTENANCE OF AIR-CON AND SERVICE CONTRACT**
- (m) During the two (2) months immediately preceding the expiration of the tenancy herein to permit the Landlord or its representatives at all reasonable times and by prior appointment to bring interested parties to view the said premises for the purpose of letting the same. **VIEWING OF PREMISES**
- (n) During the currency of this tenancy, to allow the Landlord or its representatives at all reasonable times and by prior appointment to bring any interested parties to view the said premises in the event of a prospective sale thereof. The said premises shall be sold subject to this tenancy. **SALE WITH TENANCY**
- (o) Not to make or permit to be made any structural alterations and / or renovations, alterations or additions to the said premises and/or to the Landlord's fixtures, fittings and decorations without first having obtained the consent in writing of the Landlord. **NO ALTERATIONS**
- (p) To use the said premises strictly as a private residence only and not to do or permit to be done upon the said premises any act or thing which may be or may become a nuisance or annoyance to or in any way interfere with the quiet or comfort of any other adjoining occupiers or to give reasonable cause for complaint from the occupants of neighbouring premises and not to use the said premises for any unlawful **USE OF PREMISES**

or immoral purposes.

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| (q) Not to assign sublet or part with the possession of the said premises or any part thereof without the written consent of the Landlord which consent shall not be unreasonably withheld in the case of a respectable and responsible tenant. This prohibition shall not apply to the occupation of the said premises or any part thereof by any person or persons employed or engaged by the Tenant or members of the Tenant's family where applicable.   | <b>NO SUBLETTING</b>                     |
| (r) Not to keep or permit to be kept on the said premises or any part thereof any materials of a dangerous or explosive nature or the keeping of which may contravene any statute or subsidiary legislation.   | <b>NO UNAUTHORISED STORAGE</b>           |
| (s) Not to do or permit to be done anything whereby the policy or policies of insurance on the said premises against damage by fire may become void or voidable or whereby the premium thereon may be increased.   | <b>VOID OF INSURANCE</b>                 |
| (t) To ensure that at all times during the currency of this Agreement that the Tenant and/or permitted occupants are in compliance with all the rules and regulations relating to the Immigration Act and the Employment of Foreign Workers Act (if applicable) and any other law in the Republic of Singapore which relates to foreign residents. Further, to provide the Landlord upon request physical inspection of all immigration and employment documents, including but not limited to the passports of all non-local occupants, the employment pass and/or work permits, and proof of employment, and to provide the Landlord with certified true copies of such documents. Further, to authorise, permit and co-operate with the Landlord to make such enquiries with relevant government departments and/or employers to verify the same. | <b>NO UNAUTHORISED OCCUPANTS</b>         |
| (u) To ensure that during the currency of this Agreement to be lawfully resident and employed in the Republic of Singapore and if there is any change in the immigration and/or employment status of the Tenant and/or permitted occupants, to inform the Landlord in writing no less than 14 days prior to such change of immigration or employment status, or if such change cannot be anticipated, to inform the Landlord immediately upon receipt of such notice.  | <b>COMPLY WITH IMMIGRATION AUTHORITY</b> |
| (v) To indemnify and keep indemnified the Landlord for all matters relating to the immigration and employment status of the Tenant and/or permitted occupants to the full extent as allowed by the laws of the Republic of Singapore during the tenancy hereby created.  | <b>INDEMNIFY LANDLORD</b>                |
| <br><b>3. The Landlord hereby agrees with the Tenant as follows:</b>   |  |
| (a) To pay all rates, taxes, maintenance charges and any surcharges thereon, assessments and outgoings (except as otherwise provided in this Agreement) which are or may hereafter be charged or imposed on the said premises including any surcharges payable thereon.  | <b>TAXES</b>                             |
| (b) To insure the said premises against loss or damage by fire and to pay all premium thereon. For avoidance of doubt such insurance coverage shall be for the loss and/or damage of the Landlord's property and shall not cover any loss and/or damage of the Tenant's property.  | <b>INSURANCE</b>                         |
| (c) To be responsible for the repair and replacement of parts in respect of the air-conditioning units installed at the said premises save where the same are caused by any act, default, neglect or omission on the part of the Tenant or any of its servants agents occupiers contractors guests, visitors.  | <b>REPAIR OF AIR-CON</b>                 |
| (d) To keep the roof, ceiling, main structure, walls, floors, wiring and pipes of the premises in good and tenatable repair and condition. (fair wear and tear excepted)   | <b>MAINTENANCE OF PREMISES</b>           |
| (e) That the Tenant paying the rent hereby reserved and observing and performing the several conditions, covenants and stipulations on the Tenant's part herein contained shall peaceably hold and enjoy the said premises during this tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.  | <b>QUIET ENJOYMENT</b>                   |

4. **Provided always and it is expressly agreed** as follows:

- (a) The Landlord shall not be held to have waived the condition herein contained where the landlord has permitted the Tenant to do any act in breach of conditions or stipulations herein and the Landlord shall always have the right to enforce such conditions or stipulations notwithstanding any antecedent breach of the conditions or stipulations permitted by the Landlord. **WAIVER OR DEFAULTS**
- (b) If the rent hereby reserved or any part thereof shall not be paid for SEVEN (7) days after becoming payable (whether formally demanded or not) or if the Tenant shall at anytime fail or neglect to perform or observe any of the obligations, stipulations and agreements herein contained on its part to be performed or observed or if the Tenant or any person in whom for the time being the tenancy shall be vested shall become bankrupt or enter into composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods or if the Tenant being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) of compulsory then and in any of the said cases it shall be lawful for the Landlord at anytime thereafter to re-enter upon the said premises or any part thereof and thereupon this tenancy shall absolutely terminate but without prejudice to any right of action of the Landlord for damage or otherwise in respect of any such breach or any antecedent breach. **DEFAULT IN RENT**
- (c) In the event the rent remaining unpaid seven (7) days after becoming payable (whether formally demanded or not), it shall be lawful for the Landlord to claim interest at twelve percent (12%) per annum on the amount unpaid calculated from after the date due to the date of actual payment. **INTEREST FOR RENT ARREARS**
- (d) The Landlord shall not be liable to the Tenant or the Tenant's servants agents or agents or other persons in the said premises or persons calling upon the Tenant for any accidents happening, injury suffered, damage to or loss of any chattel property sustained on the said premises. **EXCLUSION OF LIABILITY**
- (e) In case the said premises or any part thereof shall at any time during this tenancy be destroyed or damaged by fire lightning riot explosion or any other cause beyond the control of the parties hereto 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 their 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 said premises shall continue to be unfit for occupation and use by reason of such destruction or damage. **DAMAGE OR DESTROY BY FIRE**
- (f) In case the said premises shall be destroyed or damaged as aforesaid, either party shall be at liberty by notice in writing to the other determine this tenancy, and upon such notice being given, this tenancy or the balance thereof shall absolutely cease and determine and the deposit paid hereunder together with a reasonable proportion of such advance rent as has been paid hereunder, 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. **RIGHT TO TERMINATE**
- (g) The Landlord shall on the written request of the Tenant made not less than **TWO (2)** months before the date of expiry of this tenancy, and if there shall not at the time of such request be any existing breach or any non-observance of any of the conditions, covenants or stipulations on the part of the Tenant herein contained, at the expense of the Tenant, grant to the Tenant a tenancy of the said premises for a further term of \_\_\_\_\_ (\_\_\_\_) years from the date of expiry of this tenancy at a rent to be agreed based on the prevailing market rent but otherwise containing the like conditions, covenants and stipulations as are herein contained with the exception of this option for renewal. **OPTION TO RENEW**
- (h) Notwithstanding anything herein contained, if at any time during the term of this Agreement, any prohibited immigrant is found on the said premises or there is any change in the immigration and/or employment status of the Tenant and/or permitted occupants and the Tenant and/or permitted occupants is/are no longer allowed to reside in the Republic of Singapore, this Agreement shall immediately be terminated and the security deposit forfeited by the Landlord without prejudice to any right of action of the Landlord in respect of any breach of this Agreement by the Tenant. **LANDLORD'S RIGHT TO TERMINATE**

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| (i) Should the said premises be affected by En-bloc Redevelopment, it shall be lawful for the Landlord to determine this tenancy by giving not less than <b>THREE (3)</b> months' advance notice in writing to the Tenant and to refund the security deposit (free from interest) to the Tenant without prejudice to any right of action of the Landlord in respect of any breach of this Agreement by the Tenant.   | <b>EN-BLOC<br/>NOTICE</b>            |
| (j) The Landlord warrants that where the premises is mortgaged or charged or subjected to other such encumbrances, the Landlord has obtained the prior written consent of the financial institutions for the lease of the said premises.   | <b>APPROVAL BY<br/>MORTGAGEE</b>     |
| (k) 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 nor 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, operates as a waiver of any breach or default of the other party.  | <b>DEFAULT OF THE<br/>PROVISIONS</b> |
| (l) Any indulgences given by the Landlord shall not constitute a waiver of or prejudice the Landlord's right therein. The Acceptance of rent or other moneys by the Landlord shall not be deemed to operate as a waiver by the Landlord or any right to proceed against the Tenant in respect of any breach by the Tenant of any of the Tenant's obligations contained herein.   | <b>WAIVER OF RENT</b>                |
| (m) Any notice served under or in any way in connection with this Agreement shall be sufficiently served on the Tenant if left at the said premises or delivered to the Tenant personally or sent to the Tenant at the said premises by registered post and shall be sufficiently served on the Landlord if delivered to the Landlord personally or sent to the abovementioned address by registered post. Any notice sent by registered post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent. | <b>SERVICES OF<br/>NOTICE</b>        |
| (n) The stamp duty for stamping this Agreement in duplicate shall be borne by the Tenant and shall be paid on the date of signing of this Agreement.   | <b>STAMP DUTY</b>                    |
| (o) This Agreement shall be subject to the laws of the Republic of Singapore and the parties herein submit themselves to the jurisdiction of the Singapore Courts.   | <b>GOVERNING LAW</b>                 |

**List of occupants:**

**Name of Occupants**

**Passport / NRIC No.**

**FIN No./Expiry Date**

The Tenant and Occupants are required to inform the Landlord of any visitors staying in the house from time to time.

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

SIGNED by the Landlord

Signature Area

\_\_\_\_\_ )

\_\_\_\_\_ )

In the presence of: \_\_\_\_\_ )

Name : \_\_\_\_\_ )

NRIC/Passport/ID.: \_\_\_\_\_ )

SIGNED by the Tenant

Signature Area

\_\_\_\_\_ )

In the presence of: \_\_\_\_\_ )

Name : \_\_\_\_\_ )

NRIC/Passport/ID.: \_\_\_\_\_ )