

## TENANCY AGREEMENT(RESIDENTIAL)

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**BETWEEN**

\_\_\_\_\_  
NRIC No./Passport No: \_\_\_\_\_  
("the Landlord", successors-in-title and assigns)

**AND**

\_\_\_\_\_  
NRIC No./Passport No: \_\_\_\_\_  
("the Tenant", personal representatives and assigns)

**WHEREBY IT IS AGREED as follows: -**

### 1 Premises AND TERM

1.1 The Landlord shall let and the Tenant shall take the Premises known as \_\_\_\_\_

\_\_\_\_\_ together with the fixtures, fittings and household effects now in the Premises and listed in the Inventory ("the Effects") for the term of \_\_\_\_\_ months from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ both dates inclusive("Term")

### 2 PAYMENT OF RENT AND UTILITIES:

2.1 The Tenant agrees with the Landlord to pay: -

- (a) to the Landlord immediately upon the signing of this Agreement in advance on the \_\_\_\_\_ day of each calendar month a sum of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) without any deduction whatsoever ("the Rent"). The Tenant shall make such payments by transfer of fund to the Landlord bank account with \_\_\_\_\_ in the name of \_\_\_\_\_ account no: \_\_\_\_\_
- (b) to the Landlord a deposit of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) (the Deposit") equivalent to one month's rent as security for the due performance and observance of the conditions of this Agreement. If the Tenant shall fail to perform and/or comply with any of the conditions of this Agreement, then, the Landlord shall be entitled to deduct such amount from the Deposit as is reasonable to rectify the breach. Provided that the Landlord shall not make any deduction unless it has first given written notice to the Tenant to rectify the breach and the Tenant has failed to do so within the period requested by the Landlord. Such Deposit shall be refunded without interest to the Tenant when the Term expires or is terminated pursuant to Clause 9. The Deposit shall not be utilised by the Tenant to set-off any rent payable under this Agreement. . In the event of a sale or disposal of the said premises by the Landlord, the Tenant consents to the transfer of the security deposit to the new owner(s) of the said premises, and hereby agrees to release the Landlord from all obligations in respect of the security deposit.
- (c) all charges including GST for the supply of water electricity, water borne sewerage system, payable to the respective service providers and any gas appliances hired from SP Services Limited or any other company.
- (d) all charges, subscription/licence fees, installation costs including GST in respect of the telephone(s) / IT equipment and services from Singapore Telecom and / or Singapore Cable Vision or any other similar company.
- (e) all charges, subscription/licence fees, installation costs including GST for any Television to the Media Development Authority, Starhub Cable Vision Ltd or other similar company.

### 3 USE OF PREMISES

- 3.1 To use the Premises for the purpose of a **private residence only** and not to assign, sublet or otherwise part with possession of the Premises or any part thereof without the written consent of the landlord such consent not to be unreasonably withheld.
- 3.2 The premises shall not be occupied by more than \_\_\_\_\_ person(s).
- 3.3 The Tenant and Occupants are required to inform the Landlord of any visitors staying in the house from time to time.
- 3.4 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.

### 4 IMMIGRATION STATUS OF TENANT AND OCCUPIERS

- 4.1 **The Tenant shall ensure that his/their occupiers of the Premises must be either Singaporean or Singapore Permanent Resident. If any of the occupiers is a foreigner, he must have entered and remained in Singapore lawfully and the Tenant covenants with the Landlord that he shall personally verify from original documentation that the occupier has valid employment pass, work permit, travel document or other papers**

**granted by the Immigration & Checkpoints Authority, Ministry of Manpower or other relevant government authorities. In respect of this condition, the Tenant shall produce to the Landlord for inspection.**

- (a) original identity cards / passports and other relevant documents of all occupiers evidencing their legal entry into and stay / work in Singapore before the commencement of this Agreement, and
  - (b) the original identity cards / passports and other relevant documents of all existing and future occupiers evidencing the renewal or extension of their lawful stay in Singapore before the expiry thereof.
- 4.2 The Tenant shall also update the Landlord whenever there are changes to the particulars of the occupiers and on a quarterly basis without demand, give to the Landlord work permits, employment passes, dependent passes, social visit passes or passports of the occupiers for verification.
- 4.3 In the event a Prohibited Immigrant is found in the premises, this Agreement shall immediately be terminated and the security deposit forfeited without prejudice to any right of action of the Landlord under the terms of this Agreement.

## **5 MAINTENANCE OF PREMISES AND EFFECTS**

- 5.1 The Tenant shall at the Tenant's own cost and expense keep the interior of the Premises including the flooring and interior plaster or other surface material or rendering on the walls and ceilings including doors and windows wire and installations and fittings and Effects in good and tenantable repair and condition throughout the Term; and to replace the same with new ones if damaged, lost or broken and at the expiry or termination of the Term, to yield up the Premises and Effects to the Landlord. in good order and condition.
- 5.2 The Tenant shall engage and pay for the services of an air-conditioning contractor for the maintenance and service of all air conditioners in the premises every three (3) months and to give the Landlord documentary proof of the servicing of the air conditioners.
- 5.3 To be responsible for the replacement of electrical bulbs and tubes, clearing of blockages in sinks and pipes in the Premises at the Tenant's own cost and expenses.
- 5.4 To maintain the garden and fencing, if any, surrounding the Premises in a neat and tidy manner at the Tenant's own expenses.
- 5.4 The Tenant shall permit the Landlord or his Agents with or without workmen or others at all reasonable time by prior appointment enter the Premises to view the condition of the Premises and Effects and to execute any repairs, alterations or improvements. If the need for repair is due to the Tenant's default, the Landlord may serve upon the Tenant written notice specifying any work or repair necessary to be done by the Tenant. The Tenant shall within fourteen (14) days after service of such notice, proceed with the works and repairs. If the Tenant fails to carry out the repairs, the Landlord shall do so and the cost thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable as such.

## **6 TENANT'S COVENANTS**

6.1 The Tenant hereby covenants with the Landlord as follows:

- (a) Not to remove from the Premises any of the Effects except with the prior written permission of the Landlord and to replace similar articles of at least equal value or if the Landlord so requires pay to the Landlord the value of any of the Effects or part of the Effects which may be destroyed or damaged (reasonable wear and tear and damage by accidental fire excepted).
- (b) Not to make or permit or suffer to be made any alteration or addition (structural or otherwise) to the Premises or any part thereof or to any of the Effects without first obtaining the written consent of the Landlord.
- (c) Not to keep or permit to be kept on the Premises any materials of a dangerous or explosive nature the keeping of which may contravene and/ or be a breach of any statute or regulations or which may either result in an increase in insurance premium or render any fire policy to become null and void.
- (d) Not to do or permit to be done anything whereby the policy or policies of insurance in respect of the Premises against damage by fire may become void or void able or whereby the rate of premium thereon may be increased and to repay to the Landlord all sums paid by way of increased premiums and all expenses increased by them in or about any renewals of such policy or policies rendered necessary by a breach of this agreement.
- (e) Not to do or permit to be done in or upon the Premises anything which may interfere with the quiet enjoyment of other occupiers of the Building in which the Premises is comprised.
- (f) Not to use the Premises for any illegal purpose or activities of an improper nature.
- (g) Not to keep any wild animal or reptile in or upon the Premises or any part thereof without obtaining the prior consent in writing of the Landlord and upon notice being given by the Landlord to the Tenant to this effect the Tenant shall forthwith remove any such animal or reptile whether consented to as aforesaid or not from the said Premises and henceforth cease to keep it therein.
- (h) To indemnify and keep indemnified the Landlord from and against;
  - i) All loss and damage to the Premises caused by the Tenant, Tenant's family, Tenant's employees, occupiers or visitors and in particular but without limited the generality of the foregoing caused by the use or misuse of waste or abuse of water, electricity or faulty fittings or fixtures of the Tenant.
  - ii) All claims demands writs, summonses and action suits proceedings judgments to the property orders decrees damages cost losses and expenses of any nature whatsoever which the Landlord may suffer or incur in connection with loss of life, personal injury and/or damage to the property arising from or out of any occurrence in, upon or at

the premises or the use of the premises or any part thereof by the Tenant, Tenant's family or by any of the Tenant's employees or visitors; unless the same shall have been occasioned by the negligence of the Landlord its employees, servants, agents or contractors.

- (i) At all times during the term hereby created to comply with all such requirements as may be imposed on the occupier of the Premises by any statute now or hereafter in force and any other rules, orders, requirements, regulations and notices thereunder and shall cause such requirements to be observed by its employees, occupiers and visitors in so far as the same are applicable.
- (j) Should the Tenant receive any notice from Government or any statutory public or municipal authority with respect to the Premises, forthwith give notice thereof in writing to the Landlord.
- (k) Not to erect or put up any sign board on the Premises without the Landlord's written consent.
- (l) To comply and conform at all times and in all respects during the continuance of this agreement with the provisions of all laws, acts, enactments and ordinances and rules, regulations, by-laws, orders and notice made thereunder or made by other competent authority.

6.2 At the expiration or earlier termination of the Term, the Tenant shall peaceably and quietly deliver up to the Landlord the Premises and the Effects in like condition as the same were delivered to the Tenant at the commencement of the Term (authorized alterations and fair wear and tear and act of God excepted).

6.3. The Tenant shall:

- (a) During two (2) months immediately preceding the expiry or termination of the Term and provided that the Landlord shall have given to the Tenant at all reasonable times, permit persons authorized or accompanied by the Landlord to enter and view the Premises and Effects for the purpose of taking a tenancy thereof.
- (b) During the Term, and provided that the Landlord shall have given to the Tenant at all reasonable times, permit persons authorized or accompanied by the Landlord to enter and view the Premises for purposes of sale of the Premises

## 7 LANDLORD'S COVENANTS

7.1 The Landlord agrees with the Tenant as follows: -

- (a) to pay all taxes, rate, assessments, conservancy charges and outgoings in respect of the Premises except such as are hereinbefore agreed to be paid by the Tenant.
- (b) provided that the Tenant shall punctually pay the Rent hereby reserved and observe and perform the conditions on his part to be observed and performed, the Tenant shall peaceably **HOLD AND ENJOY** the Premises and Effects during the Term without any interruption by the Landlord.
- (c) that the Landlord shall on the written request of Tenant made not less than \_\_\_\_\_ ( ) month before the expiration of the Term and if there shall not at the time of such request be any existing breach or non-observance of any of the conditions of this Agreement, grant to the Tenant an **extension** not exceeding One (1) year from the expiration of the Term upon the same terms and conditions as contained herein **SUBJECT ONLY** to the Landlord's approval and to the right of the Landlord to review the Rent payable to a scale equivalent to the then market value.
- (d) to insure the Premises against loss by fire and to pay all premium necessary punctually.
- (e) to maintain the structural condition of the said premises including sanitary pipes and electrical wiring and to keep the roof of the said premises in good and tenable repair and condition.
- (f) to issue receipts for rent, Deposit and any other payments made by the Tenant to the Landlord forthwith.

## 8 TERMINATION

8.1 **PROVIDED ALWAYS** and it is hereby agreed and declared that this Agreement may be terminated upon the occurrence of any one or more of the following events:

- (a) if the monthly Rent or any part thereof shall be unpaid for **Seven (7) days** after becoming payable (whether formally demanded or not); or
- (b) if the Tenant shall omit to perform or observe any condition of this Agreement; or
- (c) if any time the Tenant shall become bankrupt or enter into any composition with his creditors or suffer any distress or execution to be levied on his own goods (or if the Tenant being a company shall go into liquidation either voluntarily save for the purpose of amalgamation or reconstruction or compulsorily)
- \* (d) Notwithstanding anything herein contained the said term may at any time after the expiration of the first twelve(12) months of the said term be determined on documentary evidence that the immediate occupant \_\_\_\_\_ has ceased or is about to cease to be employed in Singapore or is to be posted out of Singapore permanently during the said term and the Tenant gives to the Landlord \_\_\_\_\_ months' notice in writing of the Tenant's intention to determine the tenancy or \_\_\_\_\_ months' rent and hiring in lieu of such notice. Under this condition, the Tenant shall undertake to reimburse the Landlord on a pro rata basis the commission the Landlord has paid to **Realnet Pte Ltd** for the remaining unfulfilled terms.
- (e) It is expressly understood by the Landlord or Tenant that the commission paid to **REALNET PTE LTD** as the brokerage fee in this transaction has been fully earned and therefore no claims shall be made by the Landlord or Tenant against **REALNET PTE LTD** for a refund of the commission should the Tenant or Landlord prematurely

terminate the tenancy herein or for any other reasons.

- (f) Written notice of \_\_\_\_ months by the Tenant to the Landlord or in lieu of notice, a sum of Singapore Dollars equivalent to \_\_\_\_ month's rent. If the final day of occupation of the Premises will be prior to the end of the Term, the Tenant will additionally have to pay a sum of Singapore Dollars equivalent to 1 month's Rent to the Landlord for early termination of this Agreement.
  - (g) Written notice of \_\_\_\_ months by the Landlord to the Tenant or in lieu of notice, a sum of Singapore Dollars equivalent to \_\_\_\_ month's rent **(Clause 8.1(a) to 8.1(c) excepted)**. If the final day of occupation of the Premises will be prior to the end of the Term, the Landlord will pay a sum of Singapore Dollars equivalent to 1 month's Rent to the Tenant for early termination of this Agreement **(Clause 8.1(a) to 8.1(c) excepted)**.
  - (h) In the event of any premature termination of this tenancy for any reason whatsoever, to reimburse the Landlord a proportionate amount of the commission paid by the Landlord to the marketing agent who obtained the booking order for this tenancy, which proportion shall be equal to the proportion the unexpired portion of the Term shall bear to the Term.
  - (i) In the event that the Tenant found to have sublet the premises, the Landlord will have the right to terminate the tenancy agreement and the Rental Deposit will not be refund..
- 8.2 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 ten percent (10%) per annum on the amount unpaid calculated from after the date due to the date of actual payment.
- 8.3 In the event of any breach of any of the conditions of this Agreement, it shall be lawful for the Landlord at any time thereafter to re-enter and re-possess the Premises or any part thereof and thereupon this agreement shall absolutely cease and determine but without prejudice to the right of action of the Landlord in respect of any unpaid rent or any antecedent breach of any of the Tenant's covenants herein contained.

**9 PROVIDED ALWAYS and it is expressly agreed as follows:**

- 9. If the Premises or any part thereof shall at any time during the Term be destroyed or damaged by fire, lightning, riot, explosion or any other inevitable cause 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 or default of the Tenant) the Rent hereby reserved or a just and fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable in respect of any period while the Premises shall continue to be unfit for occupation and use by reason of such damage.
- 10. Any notice under this Agreement shall be in writing. Any notice to the Landlord shall be sufficiently served if left addressed to the Landlord's last known address in Singapore and any notice to the Tenant shall be sufficiently served if sent by registered post or left addressed to the Premises.
- 11. The Landlord shall not be liable to the Tenant or the Tenant's servants, agents or other persons in the Premises or persons calling upon the tenant for any accidents happening, injury suffered, damage to or loss of any chattel or property sustained on the Premises.
- 12. The \*Landlord/Tenant has agreed to remunerate **REALNET PTE LTD**, a sum equal to \* ½ /1 month's rental value as commission for the successful securing the Tenant/Landlord for the property. The commission subject to GST shall become due to the **REALNET PTE LTD** mentioned on the date of the execution of the Tenancy Agreement or the date of the handover of the premises whichever is the earlier date. It is further agreed that should the Tenant renew or exercise the option to extend the Tenancy, the \*Landlord /Tenant shall pay to the **REALNET PTE LTD** a further commission equivalent to half's month rent for every one year lease or pro rated for any part thereof subject to GST.
- 13. In the event of sale or Enbloc Redevelopment the Landlord shall be at liberty, by giving three months' notice in writing, to determine the tenancy hereby created and shall refund the deposit to the tenant without interest, subject always to any deduction thereof for unpaid rent or breach of covenant.
- 14. In the event of a sale of the said premises, the Landlord shall be entitled to assign the benefit of this Agreement including his obligation to refund the security deposit paid under Clause (2) to the purchaser of the said premises.
- 15. The Tenant shall pay the stamp fees on this Agreement in duplicate in accordance with the Stamp Duties Act.
- 16. This Agreement shall be subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore Courts.
- 17. Except as expressly provided in this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement

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

\_\_\_\_\_  
**Signed by the Landlord**

Name:  
NRIC No:

\_\_\_\_\_  
**Signed by the Tenant**

Name:  
NRIC No:

\_\_\_\_\_  
in the presence of: -

Name:  
NRIC No:

\_\_\_\_\_  
in the presence of: -

Name:  
NRIC No:

**List of Occupants:**

**Name of Occupants**

**Passport No.**

**FIN No/Expiry Date**

**Company Name/Tel No**

<b><u>Name of Occupants</u></b>	<b><u>Passport No.</u></b>	<b><u>FIN No/Expiry Date</u></b>	<b><u>Company Name/Tel No</u></b>

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

# Inventory List

<b>Living Room</b>			
S/no	Description	Remark	Qty
1	Dining table		
2	Dining Chair		
3	Ceiling light		
4	Air-conditioner with remote control		
5	Fan with Light		
6	Win Curtain/Blind		

<b>Kitchen/Wash Area</b>			
S/no	Description	Remark	Qty
1	Ceiling light		
2	Kitchen Cabinet		
3	Refrigerator		
4	Washing		
5	Oven		
6	Cooker		

<b>Common bathroom</b>			
S/no	Description	Remark	Qty
1	Ceiling light		
2	Water heater		

<b>Master bedroom</b>			
S/No	Description	Remark	Qty
1	Wardrobe		
2	Ceiling light		
3	Fan with light		
4	Air-conditioner with remote control		
5	Win Curtain		

<b>Master Bathroom</b>			
S/No	Description	Remark	Qty
1	Ceiling light		
2	Water heater		

<b>2<sup>nd</sup> Bedroom</b>			
S/No	Description	Remark	Qty
1	Wardrobe		
2	Ceiling light		
3	Fan with light		
4	Air-conditioner with remote control		
5	Win Curtain		

<b>3<sup>rd</sup> Bedroom</b>			
S/no	Description	Remark	Qty
1	Wardrobe		
2	Ceiling light		
3	Fan with light		
4	Air-conditioner with remote control		
5	Win curtain		

<b>Store room</b>			
S/No	Description	Remark	Qty
1	Ceiling light		
2	Cabinet/Shelf		