

**SUGGESTED
TENANCY AGREEMENT**
(HDB Flat)

This Agreement made the _____ day of _____ Two Thousand _____
(20__)

BETWEEN

[_____ name and NRIC / passport / Unique Identification number _____]
("the Landlord", successors-in-title and assigns) of (correspondence address)

AND

[_____ name and NRIC / passport / Unique Identification number _____]
("the Tenant", personal representatives and assigns) of (correspondence address)

WHEREBY IT IS AGREED as follows: -

1 FLAT AND TERM

1.1 The Landlord shall let and the Tenant shall take the [_____] rooms flat ("Flat") known as [_____] together with the fixtures, fittings and household effects now in the Flat 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 in advance on the [_____] day of each calendar month a sum of Singapore Dollars [_____] (S\$ _____) without any deduction whatsoever ("the Rent").

(b) to the Landlord immediately upon the signing of this Agreement 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.

- (c) all charges including the Goods and Services Tax (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 FLAT

3.1 The Tenant shall use the Flat for the sole purpose of a private residence only.

4 IMMIGRATION STATUS OF TENANT AND OCCUPIERS

4.1 The Tenant shall ensure that his / their occupiers of the Flat 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.

5 MAINTENANCE OF FLAT AND EFFECTS

5.1 The Tenant shall at the Tenant's own cost and expense keep the interior of the Flat 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 tenable 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 Flat 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 Flat and to give the Landlord documentary proof of the servicing of the air conditioners.

5.3 The Tenant shall permit the Landlord or his Agents with or without workmen or others at all reasonable time by prior appointment to enter the Flat to view the condition of the Flat and Effects and to execute any repairs which the Landlord is obliged to do under this Agreement. 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 further covenants that he will not

- (a) remove from the Flat 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) make or permit or suffer to be made any alteration or addition (structural or otherwise) to the Flat or any part thereof or to any of the Effects without first obtaining the written consent of the Landlord;
- (c) assign sublet or part with the possession of the Flat;
- (d) keep or permit to be kept on the Flat 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.
- (e) keep in the Flat any dog or other animal or bird or pet without the consent of the Landlord. Such consent shall not be unreasonably withheld but subject to the rules and regulations of the Agri-Food and Veterinary Authority, the Housing and Development Board or any other local authorities;
- (f) do or permit to be done in or upon the Flat anything which may interfere with the quiet enjoyment of other occupiers of the Building in which the Flat is comprised; and
- (g) use the Flat for any illegal purpose or activities of an improper nature.

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

7 VIEWING BY PROSPECTIVE TENANTS/BUYERS

7.1 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 least 48 hours prior written notice, permit persons authorised or accompanied by the Landlord at reasonable times of the day to enter and view the Flat 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 least 48 hours prior written notice, permit persons authorised or accompanied by the Landlord at reasonable times of the day to enter and view the Flat for purposes of sale of the Flat.

8 LANDLORD'S COVENANTS

8.1 The Landlord agrees with the Tenant as follows: -

- (a) to pay all taxes, rate, assessments, conservancy charges and outgoings in respect of the Flat 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 Flat 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 One (1) 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 right of the Landlord to review the Rent payable to a scale equivalent to the then market value.
- (d) to insure the Flat against loss by fire and to pay all premium necessary punctually.
- (e) to issue receipts for rent, Deposit and any other payments made by the Tenant to the Landlord forthwith.

9 TERMINATION

- 9.1 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 **fourteen (14) 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) written notice of [] days by the Tenant or the Landlord to the other or in lieu of notice, a sum of Singapore Dollars equivalent to () months Rent; or
 - (d) the **Housing And Development Board (HDB)** revokes or withdraws its consent to the subletting. In the event that the revocation or withdrawal of consent is due to the Tenant's or the Landlord's non-compliance of any of HDB's conditions or policies for subletting then in such a case, the party at fault would compensate the other a sum of dollars equivalent to _____ () month/s rental. Where there is no fault on the part of either party, then neither party shall have any claim against the other or against HDB for the termination of this Agreement.
- 9.2 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 enter upon the Flat and thereupon this Agreement shall absolutely determine but without prejudice to any claim of the Landlord in respect of any antecedent breach by the Tenant of any condition.

10 SUSPENSION OF RENT

- 10.1 If the Flat 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 Flat shall continue to be unfit for occupation and use by reason of such damage.

11 NOTICES

- 11.1 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 Flat.

12 ANTICIPATORY BREACH

12.1 The Parties hereto agree that if either party refuses to proceed with this Agreement or refuses to take possession of the Flat and Effects, the party in default shall pay and compensate the other an amount equivalent of one month's Rent and the innocent party may accept the offered sum without prejudice to such other rights and remedies which he may have against the party in default.

13 STAMP FEES

13.1 The Tenant shall pay the stamp fees on this Agreement in duplicate in accordance with the Stamp Duties Act.

14 APPLICABLE LAW

14.1 This Agreement shall be subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore Courts provided that neither party shall refer any dispute relating to this Agreement to the Singapore Courts without having first referred the dispute to the Singapore Mediation Centre for a settlement of the dispute.

15 RIGHTS OF THIRD PARTIES

15.1 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

SIGNED by)
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for and on behalf of the Landlord)
in the presence of: -)
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SIGNED by)
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for and on behalf of all the Tenant)
in the presence of:-)
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INVENTORY OF EFFECTS

Note : (1) Parties can refer disputes relating to the Deposit to the Small Claims Tribunal where the residential tenancy does not exceed two (2) years.

(2) Parties may wish to seek a lawyer's advice and assistance to draft a tenancy agreement best suited to their needs and requirements.