

BETWEEN

UNIVERSITI MALAYSIA TERENGGANU
(UMT)

AND

.....
(PASSPORT NO:)
(The Student)

TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made on the day and year stated in **Section 1 of Schedule 1** hereto between **UNIVERSITI MALAYSIA TERENGGANU** whose particulars are described in **Section 2 of the Schedule 1** hereto (hereinafter to referred to as “UMT”) of the one part; and (**PASSPORT NO:** _____) whose particulars are stated in **Section 3 of the Schedule 1** hereto (hereinafter referred to as “the Student”) of the other part.

WHEREAS:

- (A) UMT is the beneficial owner of the properties described in **Section 4 of Schedule 1** (hereinafter referred to as “the Demised Premises”).
- (B) The Demised Premises shall include furniture and furnishings specified in the inventory checked and signed by UMT and the Student append herein as **Schedule 2**.
- (C) UMT has agreed to let and the Student has agreed to take a tenancy of the Demised Premises, commencing from the date stated in **Section 9 of Schedule 1**, upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

1. DEMISE, TERM AND RENT

Subject to the terms and conditions hereinafter contained UMT lets and the Student accepts a tenancy of the Demised Premises referred and described in **Section 4 of Schedule 1** hereto for the term described in **Section 5 of Schedule 1** hereto paying therefore the reserved rent specified in **Section 6 of Schedule 1** hereto at the time as stipulated in **Section 6 (a) of Schedule 1** hereto in the manner as stipulated in **Section 6 (b) of Schedule 1** hereto (hereinafter referred to as “this Tenancy”).

2. DEPOSIT

(A) *Security Deposit*

The Student shall pay to UMT a sum equal to two (2) months’ rent as specified in **Section 7 (a) of Schedule 1** hereto (hereinafter called “the Security Deposit”) as security for the due

observance and performance of the Student of the covenants, conditions, stipulations, and agreements on the part of the Student herein contained during the term of this Tenancy.

The Security Deposit shall not without the previous consent in writing of UMT be deemed to be or treated as payment of the monthly rent but may be appropriated by UMT upon expiration of this Tenancy herein granted towards any amount owing to UMT by the Student (if any) resulting from any breach of the due observance and performance by the Student of the covenants and conditions on the part of the Student contained herein granted less such sum as may then be due to UMT but without prejudice to any other claims which UMT may have against the Student under the terms of this Tenancy.

(B) Utility Deposit

The Student shall pay UMT the sum as stated in **Section 8 of Schedule 1** hereto upon execution of this Tenancy and prior to the occupation of the Demised Premises by the Student as security and the due observance and performance by the Student of the Student's obligation to pay and discharge during the currency of this Tenancy all rates and charges payable to any local authority or statutory body for the supply of electricity, water, telephone and other utilities to the Demised Premises and so long as the Student shall observe and perform the aforesaid obligations the same shall be returned to the Student free of interest at the determination of this Tenancy.

3. TENANT COVENANT

The Student hereby covenants with UMTs as follows:

(A) Payment of Rent

To pay the rent hereby reserved on the day and in the manner specified in **Section 6, 6 (a) and 6 (b) of Schedule 1** hereto.

(B) Payment of Utilities by Tenant

To pay during the said term all charges in respect of electricity, water, telephone and other conservancy.

(C) Purpose of Tenancy

To occupy the Demised Premises for the purpose of dwelling only.

(D) Tenantable Repair

- (i) To keep during this Tenancy and so long as the Student shall remain in possession or occupation of the Demised Premises, where and so often as the need shall be, the whole of the Demised Premises including the flooring and interior plaster or other surface material or rendering on walls and ceilings and all fixtures therein including doors, windows, wires, installations, fittings, furniture and furnishings in good and substantial and tenantable repair, working order and condition and to make good any damage or breakage to the same.

(E) Use

- (i) Not to use or permit the Demised Premises or any part thereof to be used for any illegal, unlawful or immoral purposes or causing nuisance to the occupiers of the neighboring premises.
- (ii) Not to do or permit or suffer to be done anything whereby the Demised Premises may be damaged and any damage done or caused to be done shall be made good at the expenses of the Student.
- (iii) Not to make any alterations or renovations to the Demised Premises.

(F) Storage

Not to keep or permit to be kept on the Demised Premises or any part thereof any materials contravene any ordinance, statute, regulations or by-laws.

(G) Landlord's Right of Inspection

To permit UMT or its servants or agents at all reasonable hours to enter, view and inspect the conditions of the Demised Premises.

(H) Indemnity

To indemnify UMT in the event of the Student infringing any law or regulation than in force resulting in UMT being made liable for any penalty time or having to pay for any damages or compensations during this Tenancy.

(I) Insurance Policy

Not to do or permit or suffer to be done anything which would invalidate the policy of insurance of the Demised Premises against fire or increase the premium for such insurance beyond the existing risk.

(J) Rules And Regulations

To duly observe and comply with all sanitary laws, rules and regulations affecting the cleanliness, occupancy and preservation of the Demised Premises during the term of this Tenancy.

(K) Restriction On Assignment And Sub-Letting

Not to assign, sub-let or part with the possession or deal with its interest in the Demised Premises or any part thereof or grant any licence affecting the Demised Premises whatsoever.

4. UMT'S COVENANTS

UMT hereby covenants with the Student as follows:

(A) Quiet Enjoyment of the Demised Premises

That the Student duly and punctually paying the monthly Rent hereby reserved and observing and performing the covenants, obligations, provisions and stipulations contained in this Tenancy on the Student's part hereinbefore contained shall peaceably hold and enjoy the Demised Premises for the Term hereby granted without any interruptions by UMT or any other person or persons lawfully claiming by, from or under or in trust for UMT.

(B) Repair and Maintenance

To keep in repair the structure and exterior of the Demised Premises (including drains, gutters and external pipes) and to keep the installations of the Demised Premises in repair and proper working order for water, electricity and sanitation PROVIDED that UMT shall not be required to carry out any works or repairs for which the Student is liable by virtue of this Agreement.

(C) Defective furniture and furnishings

To repair or replace any of the furniture or furnishings as provided in **Schedule 2** which have become defective due to fair wear and tear and shall do so within practicable period of time upon receiving report from the Student.

(D) Rates, Taxes Or Assessment

To pay all rates, taxes, assessment, quit rent and other out goings which the Student is not hereby made liable to pay and are hereinafter to be charged and imposed in the Demised Premises payable by UMT.

(E) Removal of Tenant's Movable Assets

Upon the expiration of the term hereof to permit the Student to remove and take away from the Demised Premises all movable assets therein belonging to the Student prior to his vacating the Demised Premises.

5. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

(A) Determination of the Tenancy by UMT

- (i) If any of the covenants or obligations on the part of the Student herein contained shall not be observed, performed or complied with, UMT may issue a written notice to the Student stating the default and requiring the Student to remedy such default within a

specified time. If the Student fails to take any remedial action as required in the notice, then UMT may at its own discretion determine this Tenancy.

- (ii) If the monthly Rent or any other payment by the Student under this Tenancy or any part thereof shall be in arrears and unpaid for **three (3) months** after becoming due and payable whether formally demanded or not, then it shall be lawful for UMT to determine this Tenancy but without prejudice to the rights of action of UMT in respect of any breach of the Student's covenants herein contained.
- (iii) Notwithstanding anything to the contrary, this Tenancy may be determined by UMT without assigning any reasons by giving three (3) months written notice to the Student.

(B) Early Determination of the Tenancy

The Student has right to determine this Tenancy before expiry of the term hereby created by giving three (3) months written notice to UMT. If the Student fails to observe the notice period, UMT shall have right to forfeit the Security Deposit paid herein.

(C) Termination due to Disciplinary Offences

If as a result of a disciplinary hearing pursuant to UMT's Discipline of Students Rules, the Student is expelled from UMT, this Agreement shall be terminated on the date of expulsion sentenced by the Disciplinary Board and the Student shall immediately vacate the Demised Premises.

(D) Damage to the Demised Premises

In the event that the Demised Premises or any part thereof shall be destroyed or damaged by fire, malicious acts, explosion, storm, tempest, flood, riot, civil commotion or any other reason that cannot be avoided so as to make the Demised Premises to be unfit for use, then the rent or any reasonable portion thereof by the size of such damage, shall be suspended until the damaged part is repaired and is eligible again to be occupied and used by the Student.

(E) Compliance of Statutes

UMT and the Student hereby covenant to observe and comply with all State and Federal Laws, by-laws, rules and regulations of the municipal Council or other authority having power in that behalf affecting the Student or occupier of the Demised Premise which are now in force or which may hereafter be enacted.

(F) Applicable Law and Jurisdiction

This Tenancy shall be governed by and construed in all respects in accordance with the laws of Malaysia.

(G) Vacant Possession Upon Expiry or Determination of Tenancy

Upon the expiry or determination of the Tenancy the Student shall obtain vacant possession of the Demised Premises and deliver up the same to UMT. In the event of the failure on the part of the Student to do so, the Student shall indemnify UMT of all costs and expenses and compensate payment incurred for such legal proceedings to evict the occupants remaining in the Demised Premises and shall compensate UMT for loss of rent suffered by UMT as a result thereof.

(H) Time

Time wherever mentioned in this Tenancy shall be of the essence of this contract.

(I) Notice

Any notice request or demand required to be served by any party hereto to any other party under this provisions of this Tenancy shall be in writing and shall be deemed to be sufficiently served when it is sent to the address mentioned in **Schedule 1**.

(J) Stamp Fees

Stamp fees for the perfection of this Agreement shall be borne by the Student.

(K) The Schedule

Schedule 1 and **Schedule 2** hereto shall be taken read and construed as an essential part of this Agreement.

(L) Binding Agreement

This Tenancy shall be binding upon the heirs, personal representatives, assigns and successors-in-title of the parties hereto.

[the rest of this page is intentionally left blank]

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

SIGNED AND DELIVERED BY]
UMT]

.....

Name:

Designation:

In the presence of:

.....

Name:

Designation:

SIGNED AND DELIVERED BY]
The Student]

In the presence of:

.....

Name:

NRIC/Passport No:

SCHEDULE 1

(which is to be taken read and construed as essential part of this Tenancy)

Section 1	Year and Date of This Agreement	
Section 2	UMT	UNIVERSITI MALAYSIA TERENGGANU 21030 Kuala Terengganu, Terengganu Contact Person: Tel. No: Fax. No: Email:
Section 3	Student	Name: Passport No: Matrix No: [address] HP No: Email:
Section 4	Demised Premises	[address – masuk no. rumah yang berkenaan sahaja]
Section 5	Term of Tenancy	One (1) year
Section 6	Rent	Ringgit Malaysia: Three Hundred Only (RM350.00)
Section 6(a)	Time of Payment	Rent to be payable in advance on or before the fifth (5th) day of each calendar month
Section 6(b)	Manner of Payment	Cash or cheque to be made payable to BENDAHARI UMT
Section 7	Security Deposit	Ringgit Malaysia: Seven Hundred Only (RM700.00)
Section 8	Utilities Deposit	Ringgit Malaysia: One Hundred Only (RM100.00)
Section 9	The Day and Year of the commencement of this Tenancy	

SCHEDULE 2

(which is to be taken read and construed as essential part of this Tenancy)

INVENTORY CHECKLIST

NO	ITEM	UNIT	CONDITION	CHECKED BY	
				UMT	Student
1.	Bed	2	Good		
2.	Ceiling Fan	3	Good		
3.					
4.					
5.					
6.					