

**Dated 29 January 2022**

Between

**Goh Yam Kah**

**("Landlord")**

And

**Liaw Mei Sze**

**("Tenant")**

And

**Speedrent Technology Sdn Bhd**

**(Company No. 201601005661 (1176587-M))**

**("SPEEDHOME")**

# Tenancy Agreement

in respect of **ST1-22-16, Tower 1, Solstice Service Apartment, Persiaran Bestari, Cyber 11, 63000 Cyberjaya, Selangor**

This Agreement is made on **29 January 2022**

BETWEEN:

- i. The Person(s) whose details are set out in Item 1 of Schedule A (the "**Landlord**");
- ii. The Person(s) whose details are set out in Item 2 of Schedule A (the "**Tenant**"); and
- iii. Speedrent Technology Sdn Bhd (Company No. 201601005661 (1176587-M)), a private company limited by shares incorporated under the laws of Malaysia with a registered address at A-G-23, Eve Suite, Jalan PJU 1A/41, Ara Damansara, 47301 Petaling Jaya, Selangor, Malaysia ("**SPEEDHOME**").

(collectively, the "**Parties**")

## Recital

- A. The Landlord is the legal and beneficial owner of the property set out in Item 3 of Schedule A (the "**Property**").
- B. The Landlord is desirous of letting and the Tenant is desirous of taking the Property, together with the Furniture, Fixtures, and Fittings as described in Item 12 of Schedule A on an "as is basis" and upon the terms and conditions contained in this Agreement (the "**Tenancy**").
- C. The Landlord and the Tenant further agree to jointly appoint SPEEDHOME as an independent contractor (and NOT as an agent for either party) to provide the limited services set out in this Agreement and/or as described in SPEEDHOME's website (<https://speedhome.com/>), and SPEEDHOME shall be a party of this Agreement solely for the purposes of providing the services.
- D. The parties agree that the services provided by SPEEDHOME do not amount to estate agency practice or property management services and they are free to separately engage such respective professionals if required.

## 1 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) references to one gender include all genders and references to the singular include the plural and vice versa;
- (b) references to this Agreement shall include the Schedule to it, and which is to be read and construed as an essential part of this Agreement;
- (c) headings are for convenience only and shall be ignored in construing this Agreement;

- (d) a reference in this Agreement to "**including**", "**include**" and other similar expressions shall not be construed restrictively but shall mean "**including without prejudice to the generality of the foregoing**" and "**including, but without limitation**"; and
- (e) this Agreement shall be binding on, and continue for the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns and references to any party shall include that party's personal representatives, successors and permitted assigns.

## 2 Tenancy

### 2.1. Term and Rent

- (a) The Landlord agrees to let and the Tenant agrees to accept the Tenancy of the whole of the Property and the Furnitures, Fixtures and Fittings for a period of the Term (Item 4 Schedule A) starting from the Commencement Date (Item 5 Schedule A) and expiring on the Expiry Date (Item 6 Schedule A) at the Rent (Item 9 Schedule A).
- (b) The Tenant is required to pay an advance Rent of 1 month which accounts for the first month of the Term prior to or on the Commencement Date ("**Advance Rental**"). The Tenant must surrender the keys and cards (if any) immediately if advance Rent is not paid.
- (c) Except for the Advance Rental, Rent shall otherwise be payable in accordance to the monthly rental agreed upon.
- (d) The Landlord and Tenant agree that when an early termination notice (refer to Clause 6) is served by either party as stipulated in Schedule A, the Term of this agreement is reduced and terminated accordingly.
- (e) The Tenant agrees that a late payment charge which is equivalent to 5% of one-month's rent of overdue days will be imposed on the day that rent is overdue for 1-month rent cycle. Late payment charge will be transferred to the Landlord and the Landlord reserve the right to waive to lower the late payment charge.
- (f) The Tenant must transfer the rent to SPEEDHOME's bank account and details as per the following: Public Bank Berhad 3199124429. The proof of transfer must be forwarded to [finance@speedhome.com](mailto:finance@speedhome.com) with the Tenant's contact details. However, the Tenant is highly encouraged to only pay the Rent via SPEEDHOME's designated FPX online banking payment link provided to the Tenant for avoiding delay in recognizing the payment .
- (g) The Tenant should pay the rent as per due date even if there's on-going house maintenance issue pending for the Landlord to remedy the condition and the Tenant should not withhold the rent payment on the basis of unsatisfied house condition. However, the Tenant can exercise withholding rent payment only after 2-months of such declared house condition is not being remedied by the Landlord .
- (h) For the request of changing rental due date to a later date, the Tenant must first pay RM500.00 as upfront rental payment which will be entirely used for offsetting against the due or soon to be due rent payment. Without avoidance of doubt, this is not an additional fee but merely an advance rent payment and this upfront advance rent payment will be transferred to the landlord while collected via SPEEDHOME .
- (i) In the event of the Tenant exercising early termination, the Tenant should pay the early termination penalty fee to the Landlord which amounted to 50% of one month rent if the shortened tenancy period is within the first half of the original tenancy period. If the shortened tenancy period is beyond the first half of the original tenancy period, the early termination penalty fee will be 25% of one month rent. Refer Schedule C for illustration of penalty fee calculation. .

## 2.2. Deposit

- (a) The Landlord acknowledges that no deposit is required to be paid by the Tenant to the Landlord provided that:-
- i. The Tenant passes credit and background checks performed by SPEEDHOME and at the sole discretion of SPEEDHOME;
  - ii. The Tenant and Landlord agrees that SPEEDHOME shall receive the Rent (including the Advance Rental) on behalf of the Landlord through a third-party payment processor through auto-debit of the credit or debit card of the Tenant or through online bank transfer from the Tenant on a monthly basis; and
  - iii. The Tenant agrees that SPEEDHOME may put a pre-authentication request on the said credit or debit card or bank account before charging the Rent.
- (b) The Landlord and Tenant acknowledges there's no deposit to be refunded by either party or SPEEDHOME in the event of early termination being served by the Landlord or Tenant.
- (c) The Tenant acknowledges to pay the TNB account opening deposit to Tenaga Nasional Berhad in accordance to Clause 2.5.

## 2.3. Delivery of Vacant Possession

Subject to the Tenant making the payments in Clause 2.1(b), the Landlord shall deliver vacant possession of the Property on or prior to the Commencement Date.

## 2.4. Action Towards The Overdue Rent

- (a) Both parties agree for SPEEDHOME to pursue the following actions against the Tenant if Rent is overdue:
- i. 1 day Arrears : Overdue reminder to the Tenant;
  - ii. 7 days Arrears : Verbal warning to the Tenant that contract may be voided and thereafter the Tenant will be subject to eviction;
  - iii. 14 days Arrears : Notice of Demand to the Tenant and instruct Tenant to evict from the property on or before 21 days arrears;
  - iv. 21 days Arrears : Tenant must return the keys (and access cards if any) to the Landlord and evict from the Property and/or SPEEDHOME posting of the Tenant's relevant details and personal information in any database, website, mobile application or register maintained by SPEEDHOME (which will be removed by SPEEDHOME upon receipt of overdue rent from the Tenant), and/or informing any credit reporting agency or financial institution of such rental default by the Tenant (for which the Tenant hereby expressly consents); and
  - v. 28 days Arrears : Notice of Demand to be delivered to all occupants' workplace / employers' business address; and
  - vi. 45 days Arrears : Tenant's overdue payable record submission to credit reporting agencies; SPEEDHOME to assist the Landlord apply for Writ of Distress with Magistrates' court for the purpose of directs the court bailiff to force enter, seize and force sale the belongings of the Tenant. Application for committal for contempt of court will be filed which lead to the Tenant being committed to prison if the Tenant disobeys the court judgement to vacate the Property upon originating summons for vacant possession being granted as part of a follow-on action.
- (b) Landlord or SPEEDHOME (upon the Landlord's authorization) may lodge a police report on the Landlord's behalf against the Tenant for rental default at any stage after default.

- (c) Landlord or SPEEDHOME (upon the Landlord's authorization) may reduce or suspend any utilities, services, access passes, to the Property in the event of a rental default.
- (d) Landlord shall fully indemnify SPEEDHOME for acting on the Landlord's authorization, request or instruction for SPEEDHOME to take any action in respect of Clause 2.4(b) or (c).
- (e) The landlord can enter the Property if the Tenant is unreachable for 7 days from the Tenant last communication to the Landlord or speedhome.

## **2.5. Utility Payment and Collection**

- (a) The tenant must apply the Tenaga Nasional Berhad (TNB) account of the Property under the Tenant name within 30 days upon receiving the keys. This action is not applicable if the Landlord agreed to waive this obligation or the electricity provider is not TNB. The deposit amount must be paid by the tenant to TNB.
- (b) The Tenant agrees to accept for the electricity type of the Property (either being commercial type or residential type) while the Landlord is not obligated to change the type of electricity. The Tenant must pay full amount to the electricity provider as what is being billed regardless of the electricity type.
- (c) The Tenant is responsible to claim back the amount from TNB by way of terminating the TNB account after handing over the property back to the landlord. If the said TNB account is not terminated after a month, the Landlord reserves the right to force terminate the TNB account and forfeit the deposit in the Tenant TNB account.
- (d) In the event that the utility due amount exceeded RM500.00, the Landlord agrees to inform SPEEDHOME on updating the monthly rental invoice for the purpose of collecting the overdue unpaid utility;
- (e) In the event that the utility due amount exceeded RM1000.00, the Landlord agrees that SPEEDHOME will proceed to evict the Tenant.
- (f) SPEEDHOME will transfer the collected utility payment to the Landlord within 3 working days upon receipt of the Rent from the Tenant; and
- (g) In the event of building access cards or utilities being terminated as the result of the Landlord not paying a maintenance fee to the management office, the Tenant or speedhome has the right to pay the maintenance fee directly to the management office and offset from the rental.
- (h) The Tenant agrees to pay all late payment penalty charges related to utilities and re-connection of supply charges if it was disconnected due to late payment.
- (i) The Tenant to provide the original copy of any utility bill in respect of the Property at the request of the Landlord.

## **3 Tenant's Obligations**

### **3.1. Positive Obligations**

The Tenant agrees during the Term to:

- (a) pay the entire amount of Rent pursuant to Clause 2.1 via SPEEDHOME by charging his credit or debit card or paying through online banking through a third-party payment portal on or before the Rent is due;
- (b) except as provided otherwise in Item 12 of Schedule A, pay all charges and outgoings in respect of water, electricity, telecommunications, internet, sewage, refuse removal and other utilities (as applicable) supplied to or consumed within or in connection with the Property;

- (c) observe and comply with the requirements of all laws and bylaws set by the management body of the Property, regulations, and of any governmental, public or competent authority, applicable to the Property, regardless of whether such requirements are imposed on the owner of the Property or any other relevant persons;
- (d) permit the Landlord or its agents (with or without workmen), at reasonable times with prior reasonable notice, to enter and examine the condition of the Property;
- (e) permit the Landlord or its agents, at reasonable times with prior reasonable notice during the 1 month preceding the expiration of the Term, to:-
  - i. bring any person to view the Property for the purpose of re-letting the Property provided that the Landlord shall ensure that the least inconvenience is caused to the Tenant during such visits; and
  - ii. enter the Property for the purpose of checking any unpaid utility bill;
- (f) indemnify and keep safe the Landlord against all claims, demands, proceedings costs, charges, expenses, penalties, and fines arising out of or in consequence of any damage, injury or loss caused to or suffered by the servants, agents, licensees or invitees of the Tenant owing to the negligence of the Tenant;
- (g) grant SPEEDHOME the right to approach the Joint Management Body, Management Corporation, or property management companies (if relevant, whichever is applicable) on the Tenant's behalf for purposes directly and indirectly relevant to this Agreement;
- (h) update all payers and occupants' contact details to SPEEDHOME if there are any changes;
- (i) bear the cost of additional access cards directly to the management office. Tenant responsible to claim back access card deposit (if any) from the management office;
- (j) bear the cost of additional access card directly to the management office;
- (k) service all air conditioners at least once during the tenancy period prior to handover back the property to the landlord.
- (l) notify SPEEDHOME if payment of Rent has been done or will be done directly to the Landlord; and
- (m) observe any other Additional Terms set out in Item 11 of Schedule A.

### 3.2. Negative Obligations

The Tenant agrees during the Term not to:

- (a) use the Property other than for the Permitted Purpose (set out in Item 10 of Schedule A);
- (b) assign, sublet or part with the possession of the Property or any part thereof unless Landlord is informed in advance;
- (c) alter the structure or appearance of the Property or erect any extension, fixtures and fittings, additional building or structure on the Property without:
  - i. the Landlord's prior consent (such consent not to be unreasonably withheld or delayed, particularly in connection with interior design and renovation); and
  - ii. the requisite permissions and approvals from the relevant governmental, public and competent authorities;
- (d) do or permit anything to be done at the Property which may be a nuisance or interfere with the quiet occupation or comfort of any adjoining tenants or occupiers;
- (e) install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliance or air-conditioner without first informing the Landlord. In the event that the Tenant commits a breach of this covenant and as a result of which the Landlord suffers any loss or damage, the Tenant shall indemnify the Landlord against all such loss and damage;
- (f) bring or store or permit or allow to be brought or stored in the Property, arms ammunition or unlawful goods, guns, powder, saltpeter, kerosene or any combustible substance or any coffin wreath or any funerary goods or goods which in the

- opinion of the Landlord are of noxious or dangerous or hazardous nature;
- (g) smoking or vaping by any occupant or visitor inside the Property including balcony or else a penalty charge of RM1,000.00 to be imposed to the Tenant for the purpose of compensation to the Landlord;
  - (h) permit any pet is in the premise unless the Landlord provided written consent to both Tenant and SPEEDHOME. If pet is allowed with consent granted by the Landlord, the Tenant on quarterly basis is required to provide latest interior photos of the house and condition of the furnitures to allow the Landlord assess if there's damages incurred by the pet. If no photos are submitted, landlord reserve the rights to conduct site inspection on bi-monthly basis. Tenant must also specify and update (if changed) the number of pets in the premise if consent is granted by the Landlord. Tenant must remove the pet odor in the premise prior to termination of tenancy or else will a penalty charge of RM5,000.00 to be imposed to the Tenant for the purpose of compensation to The Landlord;
  - (i) perform any alteration to the wall of the Property while alteration are referring to but not limited to nailing, hacking, sticking, painting, drawing and drilling;
  - (j) do or permit to be done anything whereby the policy or policies of insurance on the Property against damage by fire or other risks for the time being subsisting may become void or voidable or whereby the rate of premium may be increased and to make good all damages suffered by the Landlord and to repay to the Landlord on demand all sums paid by way of increased and all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Landlord; and
  - (k) allow the Property to be used for any illegal or immoral purpose.

### **3.3. Maintenance of the Property**

The Tenant agrees during the Term to keep the Property, the Furnitures, Fixtures and Fittings (set out in Item 12 of Schedule A)(if any), in good and tenable repair and condition except where damage is caused by or results from:

- (a) structural or inherent defects;
- (b) an act, omission or negligence of the Landlord or its agents;
- or
- (c) an event beyond the reasonable control of the Tenant.

If the Tenant fails to perform the above obligations in this Clause 3.3 within reasonable time, the Landlord may, at reasonable times with prior reasonable notice, enter the Property to carry out the required repairs at the Tenant's reasonable cost.

### **3.4. Condition of the Property**

If the rented premises or any part thereof at any time during the tenancy period is destroyed or damaged by any reason (other than the act or default of the tenant or any tenant's servant or anyone authorized by the tenant to enter the house to temporarily or to visit tenants) is not suitable for occupancy, then the lease contract will be suspended until the premise is restored to a suitable living condition.

If the repairs required to be made by landlord are not completed within fourteen (14) days' after Tenant's request, Tenant shall have the option to make such repairs after fourteen (14) days' notice of its intention to do so and amounts shall be subtracted from the next month's rent in full cost.

If the premises cannot be reconstructed or restored by the landlord or SPEEDHOME within twenty one (21) days after the occurrence then the agreement shall cease to be and becomes invalid from the date of the occurrence of the damage or destruction but without prejudice to the

right of one party to another in respect of any claim or breach of the agreement or landlord in respect of rent reserved until that date.

The term and condition as following:

- (a) **House condition:** Destroyed or damaged by any reason (other than the act or default of the tenant or any tenant's servant or anyone authorized by the tenant to enter the house to temporarily or to visit tenants) is not suitable for occupancy, condition including but not limited to leakage, pest, and tiles cracking;
- (b) **Landlord grace period:** Once tenant give notice to the Landlord about the house condition, landlord must make an arrangement to repair the house within fourteen (14) working days or else SPEEDHOME will deduct from next month rent to repair the damage;
- (c) **Damage payment:** Landlord need to bear the cost to repair and fix the damage if its not tenant fault to the damage; and
- (d) **Contract terminated:** If the premises can not be reconstructed or restored by the landlord or SPEEDHOME within twenty one (21) days after the occurrence of whether the Landlord or Tenant may at any time thereafter furnish to another party the notice in writing to determine the tenancy and then the agreement shall ceases to be and becomes invalid from the date of the occurrence of the damage or destruction.

## 4 Landlord's Obligations

### 4.1. Positive Obligations

The Landlord agrees during the Term to:

- (a) grant the Tenant peaceable enjoyment of the Property during the Term;
- (b) grant SPEEDHOME the right to charge the Rent through a third party payment processor or bank;
- (c) grant SPEEDHOME the right to approach the Joint Management Body, Management Corporation, or property management companies (if relevant, whichever is applicable) on the Landlord's behalf for purposes directly and indirectly relevant to this Agreement;
- (d) pay all quit rent, taxes, assessments, fees for maintenance and sinking funds and all outgoings imposed on and payable in respect of the Property other than those payable by the Tenant pursuant to Clause 3.1(b);
- (e) notify SPEEDHOME if payment of Rent has been received or will be received if the Tenant transfer Rent directly to the Landlord instead of to SPEEDHOME;
- (f) provide a number of carpark access cards that are not less than the given number of car park lot to the Tenant;
- (g) provide at least 2 building access cards to the tenant. This clause is not applicable if there is only one occupant;
- (h) ensure the air conditioner (if any) is serviced prior to handover to the Tenant and the landlord should only bear the maintenance fee if the problem occurs during the first month of tenancy;
- (i) to insure and keep insured at all times during the said Term hereof the Property with a reputable insurance company against loss or damage by fire, storm, tempest or such other causes as the Landlord may deem necessary and to pay all premium necessary for that purpose; and
- (j) to tenant the Property as an authorised person with the right and authority to enter this agreement.

### 4.2. Maintenance of the Property



Subject to Clause 4.4 (Damage or Destruction), the Landlord agrees during the Term to maintain the Property, the Furniture, Fixtures and Fittings (if any) in good and tenable repair and condition, and to reinstate the same, where damage is caused by or results from:

- (a) structural or inherent defects;
- (b) fair wear and tear;
- (c) an act, omission or negligence of the Landlord or its agents;
- or
- (d) an event beyond the reasonable control of the Tenant,

except where damage to the Property is caused by or results from any act, omission or negligence of the Tenant or its agents.

#### **4.3. Notice of Defect**

Subject to Clause 4.4 (Damage or Destruction), the Landlord agrees to take reasonable remedial action on written notice from the Tenant of any material defect or damage that may occur within the first fourteen (14) days upon Commencement Date and the Tenant shall keep the Landlord informed of any circumstances likely to cause any danger, risk or hazard to the Property failing which the Tenant shall be deemed to be satisfied with the condition of the Property.

#### **4.4. Damage or Destruction**

Notwithstanding Clause 4.2 (Maintenance of the Property), in the event of damage or destruction to the Property caused by or resulting from an event beyond the reasonable control of the Landlord and Tenant so as to:

- (a) render the Property unfit for use for the Permitted Purpose;
- and
- (b) require disproportionate and prohibitive expense to reinstate the Property to a good and tenable repair and condition,

the Landlord may elect to terminate the Tenancy, and the Tenant shall not have any claims against Landlord save in respect of any antecedent breach, and for the refund of a fair apportionment of Rent paid in advance.

#### **4.5. Sale, Disposal or Transfer**

The Landlord shall be at liberty to sell, transfer, assign or otherwise dispose of the Property, whether in whole or in part, to any other person (s) (the "New Proprietor") during the Term, provided that the Landlord shall procure that such person(s) shall legally undertake to observe, perform and be bound by the obligations of the Landlord as though an original party to this Agreement.

### **5 SPEEDHOME's Obligations**

#### **5.1. Positive Obligations**

SPEEDHOME agrees during the Term to:

- (a) transfer the Rent to the Landlord within 3 working days upon receipt of the Rent from the Tenant; and
- (b) notify both the Landlord and Tenant if the Tenant fails to pay the Rent 7 days after the Rent is due.

#### **5.2. Liabilities**

SPEEDHOME shall not be held liable:

- (a) for any unpaid Rent by the Tenant;
- (b) for any damage caused by the Tenant to the Property, Furnitures, Fixtures, and Fittings;
- (c) should this Agreement be void as a result of incorrect particulars furnished by the Tenant and/ or Landlord.

### **6 Termination of Tenancy**

#### **6.1. Forfeiture of Tenancy by Landlord**

The Landlord shall be entitled to terminate the tenancy if:

- (a) **early termination**: the Landlord gives the Landlord's Early Termination Notice to the Tenant (Item 8 of Schedule A);
- (b) **breach**: the Tenant is in breach of any of its obligations in this Agreement, and in the case of a breach capable of remedy, the breach is not remedied within reasonable time of receiving notice specifying the breach and requiring its remedy;
- (c) **rental payment**: SPEEDHOME is unable to recover the Rent from the Tenant within 14 days from the Rent becoming due;
- (d) **insolvency or bankruptcy**: the Tenant becomes unable to pay its debts when they become due, is declared insolvent or bankrupt or otherwise commits an act of bankruptcy;
- (e) **receiver**: a receiver, manager, trustee or similar official is appointed in respect of the whole or a substantial part of the assets or undertaking of the Tenant;
- (f) **arrangements**: the Tenant enters into any arrangement, composition or compromise with its creditors; or
- (g) **winding-up**: an order is made or a resolution is passed for the winding-up of the Tenant (other than voluntarily for the purpose of solvent amalgamation or reconstruction) (if applicable).

In the event of an early termination of this Agreement, the Landlord must inform SPEEDHOME immediately of the same.

## 6.2. Determination of Tenancy by Tenant

The Tenant shall be entitled to terminate the tenancy if:

- (a) **early termination**: the Tenant gives the Tenant's Early Termination Notice to the Landlord (Item 7 of Schedule A);
- (b) **breach**: the Landlord is in breach of any of its obligations in this Agreement, and in the case of a breach capable of remedy, the breach is not remedied within reasonable time of receiving notice specifying the breach and requiring its remedy;
- (c) **insolvency or bankruptcy**: the Landlord becomes unable to pay its debts when they become due, is declared insolvent or bankrupt or otherwise commits an act of bankruptcy;
- (d) **receiver**: a receiver, manager, trustee or similar official is appointed in respect of the whole or a substantial part of the assets or undertaking of the Landlord;
- (e) **arrangements**: the Landlord enters into any arrangement, composition or compromise with its creditors; or
- (f) **winding-up**: an order is made or a resolution is passed for the winding-up of the Landlord (other than voluntarily for the purpose of solvent amalgamation or reconstruction) (if applicable).

In the event of an early termination of this Agreement, the Tenant must inform SPEEDHOME immediately of the same.

## 6.3. Termination by SPEEDHOME

- (a) SPEEDHOME shall be entitled to termination of this Agreement and be released from this Agreement, including from any payment obligations under this Agreement:
  - (i) By giving 60 days' notice;
  - (ii) by giving 30 days' notice in the event of insolvency or bankruptcy of the Landlord and/or the Tenant, and changes in the laws and regulations in any applicable jurisdictions rendering the provisions of SPEEDHOME's services illegal or commercially unfeasible. For avoidance of doubt, this Agreement shall continue between the Landlord and Tenant; and
  - (iii) SPEEDHOME shall also be entitled to terminate this Agreement and be released from this Agreement (including released from paying any payment under this Agreement) immediately if it finds that the Tenant and /or Landlord had conspired to defraud, misled or committed any action to gain the benefits provided by SPEEDHOME especially the payment(s) to be made by SPEEDHOME under this Agreement.

(b) Nothing in this Agreement prohibits the Landlord from taking its own actions including legal action to recover outstanding Rent, losses or damages from the Tenant, eviction of the Tenant, or any other action he deems fit. Nothing in this Agreement obliges SPEEDHOME to take up legal action on behalf of the Landlord for any breaches by the Tenant of this Agreement.

#### **6.4. Obligations upon Termination**

(a) The Tenant or the Landlord must inform either party and SPEEDHOME via email to [finance@speedhome.com](mailto:finance@speedhome.com) for the termination of tenancy

(b) The Tenant must provide at least 10 high definition photos to highlight the latest interior condition of the Property. The photos should show the full visibility for all areas in the Property.

(c) The Tenant to pay the next 2-months cycle of prorated rent from date of notice upon serving early termination notice. Kindly refer to the illustration in schedule C.

(d) For last month's utility usage, the Tenant must pay upfront utilities based on the average of last 3 months usage and pays on a prorated basis. This utility payment is due as per the rent due cycle which indicates tenant pay upfront utility for last month instead of pay after usage upon moving out.

(e) The Tenant must allow the Landlord to conduct site inspection 2 weeks prior to key handover. In the event that site inspection can't be performed prior to 2 weeks, the Tenant must submit a video or at least 10 photos to SPEEDHOME and landlord to indicate the current condition of the house.

(f) The Tenant must fix all damages or wear and tear (of which caused by act of the Tenant) on or before the date of handover.

(g) The Tenant can negotiate with the Landlord for an agreed amount as compensation for the Landlord to repair the damages or wear and tear.

(h) The Tenant must clean the house 7 days before the handover or pay RM400 to the Landlord for the purpose of engaging in cleaning service for the premise.

(i) The Landlord or appointed representative must be present for the site inspection in the property. SPEEDHOME is not responsible for site inspection.

(j) Upon termination notice provided, the Tenant must inform the location, date and time of surrendering the keys and access card (if any).

(k) Upon termination notice provided, the Tenant must surrender the keys and access card (if any) on or before the end of 2-months cycle of termination notice from date of notice. The method of surrender can be passing the keys to the building management office / neighbours / security guard house / mailbox / SPEEDHOME office / directly to the Landlord / key collection by SPEEDHOME's homerunners.

(l) The Tenant must remove all tenant's belongings out of the premise upon expiry of the tenancy or vacant possession, else the Landlord have the rights to remove all belongings if the Tenant remains unreachable for at least 7 days.

(m) The Landlord reserves the right to lodge a police report against the Tenant if all keys or access cards (if any and including duplicate keys or cards) are not surrendered. The tenant or co-tenant will be treated as prime suspect if there's a theft or break-in event occurred in the premises.

#### **6.5. Renewal of Tenancy**

(a) The agreement is treated as terminated and not renewed by nature if the Tenant does not sign renewal tenancy agreement two month prior to expiry of the stipulated Tenancy.

(b) The Landlord reserves the right to find a replacement tenant to move in upon end of the tenancy if the Tenant does not sign renewal tenancy agreement.

(c) For the renewal tenancy agreement to be in effect, the Tenant must fully settle the previous outstanding utilities payment and rental payment. Or else, the Landlord reserves the right to terminate the renewal tenancy agreement.

(d) The Landlord may, in his sole discretion, at or before the expiration of the Term and at the cost of the Tenant, grant to the Tenant a new tenancy of the Property for a further term of 1 year and at a Rent to be mutually agreed by the Landlord and the Tenant subject to such increase in accordance to the prevailing market rate

(e) The renewal hereof shall be subject to the payment of the Advance Rental (being the Rent of the first month) at the renewed Rent rate and cost of the renewed Agreement (set out in <https://speedhome.com>) being borne by the Tenant, and on the same conditions as in this present Tenancy.

(f) If the Tenant did not renew the tenancy while stay beyond the tenancy period stated in the tenancy agreement, the Tenant agrees to pay double rent per day based on the rental amount.

#### **6.6. Entry into Property upon Termination, Default, or Eviction of the Tenant**

(a) Tenant agrees to pay double rent per day based on the rental amount if the Tenant stays beyond the tenancy period stated in the tenancy agreement.

(b) At the earlier of the expiry of the Term, the termination of this Agreement, or the eviction of the Tenant, the Tenant shall surrender and yield up to the Landlord vacant possession of the Property.

(c) In the event of failure by the Tenant to surrender vacant possession in accordance with this Clause 6.5, further upon receipt of 7 days' notice in writing by the Landlord, it shall be lawful:

(i) for the Landlord, SPEEDHOME, or any persons authorized by the Landlord or SPEEDHOME at any time thereafter to re-enter the Property or any part thereof by any means reasonably necessary, include removal of existing locks; and/or

(ii) for the Landlord or any persons authorized by the Landlord at any time after to replace existing locks or to add on new locks; and/or

(iii) for the Landlord to terminate, disrupt or reduce access to utilities or to disable any access card for the Property with prior notice given.

(d) For avoidance of doubt, SPEEDHOME is not responsible to evict the Tenant, and the Landlord shall fully indemnify SPEEDHOME for acting on the Landlord's authorization, request or instruction for SPEEDHOME to take any action towards facilitating or effecting eviction of the Tenant.

#### **6.7. Abandonment of the Property**

In the event that the Tenant shall abandon the Property for any reason whatsoever then and upon the happening of any such events aforesaid it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property, upon which the Tenancy shall be deemed terminated by the Landlord but without prejudice to such other rights power and remedies conferred upon the Landlord under any law or rules or equity against the Tenant for any loss or damages incurred or suffered by the Landlord arising out of such breach or default on the part of the Tenant and including any other claim in respect of any antecedent breach. In addition, the Tenant shall pay to the Landlord a sum equal to the remainder of the Rent for the whole of the unexpired period of the said term as liquidated damages.

#### **6.8. Other Remedies of the Landlord**

Notwithstanding anything contained in this Agreement if Tenant fails to remove all his goods (which expression shall include personal property of every description) at the expiry of the Term or termination of this Agreement from the Property and further upon receipt of 7 days' notice in writing by the Landlord, it shall be lawful for the Landlord to sell or

otherwise dispose of the goods of the Tenant in the Property at such time and such place and in such manner as the Landlord shall decide in his sole discretion. The Landlord shall after payment out of the proceeds of such sale of the costs and expenses connected with such sale and any amounts owing or to be reimbursed to SPEEDHOME, then apply the net proceeds towards payments of all arrears of Rent and all other moneys due and owing by the Tenant to the Landlord under this Agreement and the balance (if any) shall be paid out to the Tenant.

## **7 Other Provisions**

### **7.1. Data**

- (a) The Tenant agree that SPEEDHOME may obtain, share, retrieve, process and manage all information related to this Agreement with any third parties, whether in or out of Malaysia, including credit reporting agencies, Central Credit Reference Information System (CCRIS), financial institutions, insurers, debt collecting agencies, legal advisors and auditors. Such information to be shared with third parties shall include personal data and/or any information relating to the Tenant's default (including not paying on time) in paying Rent, early termination, abandonment of the Tenancy by the Tenant, eviction of the Tenant, unpaid utility bills, damages or losses caused to the Landlord.
- (b) The Tenant agree that SPEEDHOME may extract and share the Tenant's personal data from and to credit reporting agencies, financial institutions, private investigators, immigration department or embassies for the purpose of ascertaining eligibility in renting a property and rental transaction history.
- (c) The Tenant agree that SPEEDHOME may post the Tenant's details and personal information on a database, website, mobile application or register maintained by SPEEDHOME that is publicly accessible or accessible by registered users of SPEEDHOME in the event of default by the Tenant to pay the Rent (for which the Tenant hereby expressly consents) until such time full payment is made.
- (d) The Landlord and Tenant represents and warrants that they have read and agreed to SPEEDHOME Privacy Policy, accessible at <https://speedhome.com/privacy>.

### **7.2. Immediate Family Members**

- (a) This Agreement is only valid if the Landlord and Tenant are not immediate family members. "Immediate family member" means a close relative including: parent, child, grandparent, grandchild, sibling, uncle, aunt, nephew, niece, first cousin, spouse, registered domestic partner, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law and by guardianship and/or adoption or a person residing in the immediate household except live-in household employees or roomers. Relatives of domestic partners shall be treated as relatives of spouses.
- (b) In the event that SPEEDHOME discovers that the Landlord and Tenant are immediate family members, SPEEDHOME is entitled to terminate this Agreement and shall not have further obligation or liability under this Agreement.

### **7.3. Holding Over**

If the Tenant remains in occupation of the Property after the end of the Term with the Landlord's consent, unless otherwise agreed:

- (a) the Tenant does so on a month to month basis;
- (b) the terms of this Agreement will apply to such Tenancy as far as they may be applicable; and
- (c) either the Landlord or Tenant may terminate the Tenancy by giving the other one months' prior notice.

The Tenant and the Landlord shall provide written notice to SPEEDHOME in the event of an agreed holding over, and SPEEDHOME shall be discharged from its rights, liabilities, and obligations under this Agreement.

#### **7.4. Joint and Several Liability**

The liability of each of the Landlords and Tenants (if more than one is specified in the Schedule) shall be joint and several.

#### **7.5. Successors and Assigns**

Save as required to give effect to Clause 4.5 (Sale, Disposal or Transfer), neither the Landlord nor the Tenant, without the prior consent of the other, shall assign the benefit of all or any of the other's obligations under this Agreement, or any benefit arising under or out of this Agreement. However, SPEEDHOME may assign such benefits or obligations by giving 7 days' written notice to both the Landlord and Tenant.

#### **7.6. Time of the Essence**

Time whenever mentioned in this Agreement shall be of the essence.

#### **7.7. Cumulative Rights**

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (whether provided by law or otherwise). In particular, the right to terminate pursuant to Clause 6 (Termination of Tenancy) shall be without prejudice to any rights and remedies in connection with an antecedent breach of an obligation under this Agreement.

#### **7.8. Further Assurances**

At any time after the date of this Agreement the parties shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as may be required for the purpose of giving the full benefit of all the provisions of this Agreement.

#### **7.9. Costs**

Each of the Landlord, the Tenant and SPEEDHOME shall bear the costs incurred by them in connection with this Agreement. The tenant shall bear the cost of SPEEDHOME's digital agreement signing fee (as set out in <<https://speedhome.com>>) and the stamp duty payable in connection with this Agreement.

#### **7.10. Notice**

Any notice in writing under the terms of this Agreement shall be sent to the relevant parties by email and post and shall be deemed to be sufficiently served at the time when the ordinary course of post would have been delivered.

#### **7.11. Invalidity**

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

#### **7.12. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

#### **7.13. Governing Law**

This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are to be governed by and construed in accordance with the laws of Malaysia.

#### **7.14. Pest Issues**

In the event of pest issues, the Tenant will pay for the pest control service (first occurrence). In the event that the first time pest control doesn't resolve the pest issues, the Landlord must bear the first and subsequent pest control service cost and the cost if first pest service will be offset from rental payment by the Tenant. The tenant must provide the pest control receipt to SPEEDHOME and landlord as proof of service conducted.

### **8 Contactless Viewing**

Where applicable, agreement signed and full payment made via Contactless Viewing (dealt without physical inspection; via videos /pictures)

#### **8.1. Tenant agrees and consents**

- (a) Tenant is qualified for a refund only if the unit is significantly different from what was previously shown in the video and/or photos (i.e. furnitures provided, number of bedrooms and bathrooms)
- (b) Should there be any intention for a refund, the Tenant is required to reach out and make arrangements with SPEEDHOME at [finance@speedhome.com](mailto:finance@speedhome.com) within 3 days from the tenancy agreement commencement date. After 3 days, any refund will no longer be valid. Your email should include
  - (i) List of all discrepancies identified
  - (ii) Pictures & videos of the discrepancies
  - (iii) Date & time to vacate the unit and return keys
- (c) To keep the condition of the unit at pristine condition in accordance with receiving the keys from landlord as any damages / cleaning will be deducted from the payment before refund
- (d) That upon inspection of the house upon returning of keys, if there are any damages or items missing being reported, refund will be held back for further investigation by SPEEDHOME
- (e) In the event, should there be any damages, the amount paid and received will be to offset any damages first before returning balance to the Tenant, provided that keys are returned within the stipulated period
- (f) Upon inspection and investigation, should SPEEDHOME deem the refund as invalid, Tenant can choose to terminate the deal with serving 2 months notice as a penalty for early termination applied as per tenancy agreement or continue to rent for the whole tenancy period

#### **8.2. Landlord agrees and consents**

- (a) To allow a 3 days from move in leeway to tenant for a possible full refund should the unit has any discrepancies from the videos/pictures portrayed to the tenant that were not highlighted beforehand

- (b) That an additional 3 more days is given upon returning of keys to carry out a full inspection and report any damages/stolen items to SPEEDHOME at [finance@speedhome.com](mailto:finance@speedhome.com)
- (c) Damages/stolen item claims during this 3 day period will only be limited to 1 month rental fee which was collected from tenant
- (d) Utilities are separately discussed with tenant if there should be any charges or should be waived

**8.3. For any avoidance of doubt, SPEEDHOME**

- (a) will only act as to mediate the dispute reported for any refund cases within 7 working days of receiving the complaint /report
- (b) is not responsible for any collection of utilities used for this 3 days and is subject to both parties agreement to waive or to charge
- (c) will refund partial/total amount to tenant upon 3 working days after finalisation there is no longer any dispute
- (d) will only strictly exercise any refund if tenant reports to us within 3 days from tenancy agreement commencement date



### Schedule A

In this Agreement, unless the context otherwise requires, the following definitions apply:

| No. | Item                                | Description  |
|-----|-------------------------------------|--|
| 1.  | Landlord                            | <b>Name: Goh Yam Kah</b><br><b>NRIC/Passport No.: 550719-14-5224</b><br><b>Address: 288 Residensi 23-02, No. 6, Jalan Semarak Api, Off Jalan Gombak, 53000, Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur</b><br><b>Email: in2raresilver@gmail.com</b><br><b>Mobile Number: 60162023158</b> |
| 2.  | Tenant                              | <b>Name: Liaw Mei Sze</b><br><b>NRIC/Passport No.: 020107-13-0314</b><br><b>Address: J-23-10, BSP21, Jalan SP 4/29, 42610, Bandar Saujana Putra, Selangor</b><br><b>Email: meiszexali@gmail.com</b><br><b>Mobile Number: 60128161751</b><br><b>Whatsapp Number: 60128161751</b>              |
|     | Housemate #1                        | <b>Name: Macky Dramou</b><br><b>Employer: Lim Kok Wing University</b><br><b>Mobile Number: 601160633393</b><br><b>Whatsapp Number: 601160633393</b>  |
|     | Housemate #2                        | <b>Name: Emile Dramou</b><br><b>Employer: Mahsa University</b><br><b>Mobile Number: 601169940277</b><br><b>Whatsapp Number: 601169940277</b>   |
| 3.  | Property Address                    | <b>ST1-22-16, Tower 1, Solstice Service Apartment, Persiaran Bestari, Cyber 11, 63000 Cyberjaya, Selangor</b>  |
| 4.  | Term                                | <b>12 months</b>   |
| 5.  | Commencement Date                   | <b>29 January 2022</b>   |
| 6.  | Expiry Date                         | <b>28 January 2023</b>   |
| 7.  | Tenant's Early Termination Notice   | <b>2 months' prior notice (See Schedule B)</b>   |
| 8.  | Landlord's Early Termination Notice | <b>2 months' prior notice (See Schedule B)</b>   |
| 9.  | Rent                                | <b>RM 1800</b> per month with First month rental prepaid, while monthly rental to be paid on or before the rent is due. Unless otherwise stated, the due date falls on every first day of monthly rental cycle following the commencement date   |
| 10. | Permitted Purpose                   | For residential purpose only   |
| 11. | Additional Terms                    |  |
| 12. | Furniture, Fixtures and Fittings    |  |

The furniture, fixtures and fittings delivered together with the Property to the Tenant including the following:

- **Mattress x 2**
- **Inventory Lists for Solstice ST1-22-16.pdf x 1**

<https://image.speedhome.com/speedsign/documents>

[/WMMTBMOAQCVEQVAV/qYyeEMoAEbXMCcGg.pdf](https://image.speedhome.com/speedsign/documents/WMMTBMOAQCVEQVAV/qYyeEMoAEbXMCcGg.pdf)

## Schedule B

### Early Termination Explained (Example)

*Schedule B is created as an example for guidance purposes only. Rental, Tenancy Term and Notice Given may all defer in accordance to each individual agreements.*

| <b>By Tenant (example)</b>   | <b>Description</b>   |
|------------------------------|--|
| Monthly Rental               | RM1,000.00   |
| Tenancy Term                 | 01 Jan 2019 to 31 Dec 2019   |
| Notice Given                 | Notice given on 01 Jul 2019 to serve 2-months notice to pay rental for 01 Jul 2019 and 01 Aug 2019     |
| New Term                     | 01 Jan 2019 to 31 Aug 2019   |
| Tenant Pays                  | RM1,000/month for 8-months as per new term until 31 Aug 2019   |
| <b>By Landlord (example)</b> | <b>Description</b>   |
| Notice Given                 | Notice given on 01 Jul 2019 to serve 2-months notice to receive rental for 01 Jul 2019 and 01 Aug 2019 |
| New term                     | 01 Jan 2019 to 31 Aug 2019   |
| Tenant Pays                  | RM1,000/month for 8-months as per new term until 31 Aug 2019   |

## Schedule C

### Prorate Rent & Early Termination Penalty (Example)

*Schedule C is created as an example for guidance purposes only. Rental, Tenancy Term and Notice Given may all defer in accordance to each individual agreement. This illustration is assumed that the tenancy period is between 1 Jan 2020 and 31 Dec 2020.*

|   | Example A   | Example B  | Example C   |
|---|---|--|---|
| <b>Rent Due</b>                                       | 1st day monthly   | 1st day monthly  | 1st day monthly   |
| <b>Rent</b>   | RM1,000.00  | RM1,000.00   | RM1,000.00  |
| <b>Date of Notice to either SPEEDHOME or Landlord</b> | 5 March 2020  | 29 February 2020   | 16 September 2020   |
| <b>Termination / Handover Date</b>                    | 4 May 2020  | 28 April 2020  | 15 November 2020  |
| <b>Prorate Calculation</b>                            | 1 - 31 March:<br>RM1000<br><br>1- 30 April:<br>RM1000<br><br>1 - 4 May:<br>$RM1000 * 4 / 30 \text{ days} = RM133.33$ ,<br>then round down to nearest whole number =<br>RM133.00 | 1 - 31 March:<br>RM1000<br><br>1- 28 April:<br>$RM1000 * 28 / 30 \text{ days} = RM933.33$ ,<br>then rounding to nearest whole number =<br>= RM933.00 | 1 - 30 September:<br>RM1000<br><br>1- 30 October:<br>RM1000<br><br>1 - 15 November:<br>$RM1000 * 15 / 30 \text{ days} = RM500.00$ |
| <b>Early Termination Penalty Calculation</b>          | 50% penalty as within the first half of the period.<br><br>$RM1000 * 50\% = RM500$  | 50% penalty as within the first half of the period.<br><br>$RM1000 * 50\% = RM500$   | 25% penalty as beyond the first half of the period.<br><br>$RM1000 * 25\% = RM250$  |

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| FILE NAME   | Tenancy Agreement                        |
| DOCUMENT ID | 76c338fe43c16e2fb00ed96fff8c3e6b1035951c |

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Goh Yam Kah (550719-14-5224)

in2raresilver@gmail.com

User ID: 383736343332323336

×



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IP: 202.184.193.238

January 29th, 2022 5:05 AM UTC

Liaw Mei Sze (020107-13-0314)

meiszexali@gmail.com

User ID: 383736343332323337

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IP: 202.184.193.238

January 29th, 2022 5:03 AM UTC

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|--------------------------------|--|
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| <b>AUDIT TRAIL DATE FORMAT</b> | MM / DD / YYYY                           |
| <b>STATUS</b>                  | ● Signed                                 |

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## Document history



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**01 / 29 / 2022**

05:03:11 UTC

Sent for signature to Goh Yam Kah (550719-14-5224) (in2raresilver@gmail.com) and Liaw Mei Sze (020107-13-0314) (meiszexali@gmail.com) from api@speedrent.com  
IP: 52.221.244.181



VIEWED

**01 / 29 / 2022**

05:03:13 UTC

Viewed by Liaw Mei Sze (020107-13-0314) (meiszexali@gmail.com)  
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SIGNED

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05:03:36 UTC

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(in2raresilver@gmail.com)  
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