

## Tenancy Agreement Checklist

### 1. HDB Approval & Compliance

- **Checkpoint:** Does the agreement acknowledge it's subject to HDB approval and require tenant compliance with HDB rules? Is there a requirement for tenants/occupiers to have valid immigration passes (min. 6 months)?
- **CEA Standard:** Yes, explicitly required (Clause 1.2, Clause 3). Landlord to provide HDB T&Cs. Tenant must verify/provide valid passes.
- **Importance: CRITICAL.** Without HDB approval, the lease is invalid. Non-compliance with HDB rules (like occupancy limits or pass validity) can lead to forced termination.

### 2. Lease Term

- **Checkpoint:** Are the exact start and end dates clearly stated? Is the term at least 6 months (HDB minimum)?
- **CEA Standard:** Yes, specific dates and duration required (ITEM 7). Minimum 6 months.
- **Importance:** Defines the core commitment duration.

### 3. Rent Payment

- **Checkpoint:** Is the monthly rent amount, payment due date (e.g., 1st of the month), and payment method clearly specified?
- **CEA Standard:** Yes, required (ITEM 8, Clause 2.1).
- **Importance:** Avoids disputes about payment timing and amounts.

### 4. Security Deposit

- **Checkpoint:** Is the deposit amount stated? Is the refund period specified (typically 14 days after lease end)? Are conditions for deductions mentioned? Is it stated that the deposit cannot be used for the last month's rent?
- **CEA Standard:** Yes (ITEM 9, Clause 2.2). Refund within 14 days, deductions only after 14 days' notice to tenant to rectify breach, cannot be used for final rent.
- **Importance:** Protects the tenant's deposit from unfair deductions and ensures timely return.

### 5. Problem-Free Period

- **Checkpoint:** Is a "Problem-Free Period" (typically 30 days) defined at the start of the lease? Does it state the Landlord is responsible for rectifying *any* defects found during this time?
- **CEA Standard:** Yes, explicitly included (ITEM 17, Clause 4.1).
- **Importance:** Protects the tenant from paying for pre-existing issues immediately upon moving in.

## 6. Minor Repairs

- **Checkpoint:** Is a specific dollar amount threshold (e.g., \$150-\$200) defined for minor repairs? Does it clarify tenant pays up to this amount, and landlord pays the excess (unless damage is tenant's fault)?
- **CEA Standard:** Yes, requires a specific amount to be filled in (ITEM 10, Clause 4.2).
- **Importance:** Clearly defines financial responsibility for common small repairs, preventing frequent disputes.

## 7. Air-Conditioner Maintenance

- **Checkpoint:** Does the agreement specify the tenant's responsibility for regular (e.g., quarterly) air-con servicing by a qualified contractor at their own expense? Does it mention keeping receipts?
- **CEA Standard:** Yes, very specific tenant obligation (Clause 4.4).
- **Importance:** Clarifies a common and potentially costly maintenance responsibility.

## 8. Landlord Access

- **Checkpoint:** Does the clause specify the required notice period (e.g., 48 hours) for landlord entry for inspections, repairs, or viewings?
- **CEA Standard:** Yes, 48 hours' prior written notice required for non-emergencies (Clause 4.7, Clause 6.1).
- **Importance:** Protects the tenant's privacy and prevents unreasonable disturbances.

## 9. Quiet Enjoyment

- **Checkpoint:** Is there a clause guaranteeing the tenant's right to "peaceably hold and enjoy" the property without unreasonable interruption from the landlord?
- **CEA Standard:** Yes, included (Clause 7.1b).

- **Importance:** Fundamental tenant right protecting against excessive landlord intrusion or nuisance. Often omitted in non-standard agreements.

## 10. Subletting

- **Checkpoint:** Does the agreement explicitly prohibit subletting without the landlord's written consent (and HDB approval)?
- **CEA Standard:** Yes, explicit prohibition (Clause 5.1d).
- **Importance:** Prevents tenants from unknowingly breaching HDB rules.

## 11. Pets

- **Checkpoint:** Does the agreement address pets? Does it require landlord consent and mention HDB rules?
- **CEA Standard:** Yes, requires prior written consent and subject to HDB rules (Clause 5.1g).
- **Importance:** Clarifies rules around pet ownership, which are strict in HDB flats.

## 12. Diplomatic / Break Clause

- **Checkpoint:** If applicable (check Schedule ITEM 16), does it clearly state the conditions (e.g., job loss, transfer out of SG), minimum stay period, notice period, and compensation (if any) required for early termination by the tenant?
- **CEA Standard:** Yes, provides a standard structure but requires details to be filled in (ITEM 16).
- **Importance:** Provides crucial flexibility for expatriate tenants or those with uncertain job situations. Needs careful review.

## 13. Inventory List & Property Condition Report

- **Checkpoint:** Does the agreement mention the requirement for both an Inventory List (by landlord) and a Property Condition Report (by tenant) to be prepared and signed at the start?
- **CEA Standard:** Yes, explicitly required (Clauses 14 & 15). Templates provided in Annexures B & C.
- **Importance:** These documents are essential evidence to prevent disputes over damages vs. fair wear and tear when the deposit is returned.

#### 14. End of Tenancy Obligations

- **Checkpoint:** Does the agreement specify tenant responsibilities upon moving out (e.g., condition of flat, removal of items, professional cleaning of curtains, return of keys, *not* terminating utilities)?
- **CEA Standard:** Yes, detailed in Clause 19 and Annexure A.
- **Importance:** Clarifies expectations for handover and helps ensure the full return of the security deposit.