

ROOM RENTAL AGREEMENT (HDB)

THIS AGREEMENT is made on the ___ day of ___ 20___ BETWEEN

IC no.: _____.

(hereinafter called "the Landlord" which expression together where the context so admits shall include all persons having title under the Landlord) of the one part AND IC No.: _____ (hereinafter called "the Tenant" which expression where the context so admits shall include the successors and permitted assigns of the Tenant) of the other part.

WHEREAS the Landlord is the registered owner of the Housing & Development Board (hereinafter called "the HDB") flat situated at and known as ___ together with the furniture, fittings and domestic appliances (hereinafter called "the Furniture").

NOW IT IS HEREBY AGREED as follows:-

1. The Landlord lets and the Tenant takes the __ (__) bedroom (hereinafter called "the Room") for a term of ___ month(s) commencing from the ___ day of ___ 20_ yielding and paying therefor the monthly rent of Singapore Dollars _____ (**\$.00**) clear of all deductions such rent to be paid in advance on the ___ day of each calendar month, in default, the Tenant shall pay late payment interest at the rate of ten percent (10%) per annum, if any monthly rent should remain unpaid for seven (7) days after it is due.

2. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:-

- | | |
|---|--|
| (a) To pay the equivalent of One (1) monthly rent as deposit and one monthly rent as advance upon the signing of this agreement. The deposit is to be held by the Landlord as security against the breach of any covenants or conditions of this agreement and such deposit shall be refundable free of interest within two (2) weeks from the end of the tenancy less deductions for damages caused by the negligence of the Tenant and of any breach of this agreement. Such deposit shall not be used to set off any rent in arrears. | Security deposit |
| (b) To use and manage the Room and the Furniture therein in a careful manner and to keep the interior of the Room in good and tenantable condition except normal fair wear and tear. | Good & tenantable condition |
| (c) Not to do or permit to be done upon the Room anything which may be unlawful immoral or become a nuisance or annoyance to occupiers of adjoining or adjacent bedroom(s). | Unlawful, immoral or nuisance |
| (d) To use the Room for the purpose of a private residence only and not to assign, sublet or otherwise part with possession of the Room or any part thereof without the written consent of the Landlord. | Permitted use and no assignment or sublet |
| (e) To peaceably and quietly at the expiration of the tenancy reinstate (if applicable) and deliver up to the Landlord the Room in like condition as if the same were delivered to the Tenant at the commencement of this agreement, fair wear and tear and act of God excepted. | Deliver up |
| (f) Not to make any alterations to the Room without the prior consent in writing of the Landlord such consent not to be unreasonably withheld except for structural alterations. | No unauthorized alternations |
| (g) To permit persons with written authority from the Landlord or the Landlord's agents during two (2) calendar months immediately preceding the termination of the tenancy at reasonable times of the day to view the Room for the purpose of taking a new tenant. | Access to the Room- new tenant |

Landlord	Tenant

- (h) Not to bring or store or permit to be brought or store on the Room or any part thereof any goods which are of a dangerous obnoxious inflammable or hazardous nature. *Prohibition of dangerous goods*
- (i) 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 by the Singapore government or by HDB or any other competent authority and to indemnify the Landlord of all fines, impositions or penalties due to any default or non-compliance of the Tenant. *Compliance with laws & regulations*
- (j) Not to allow any illegal immigrants and overstayers to stay in the Room and the Tenant shall be fully responsible. *Illegal immigrants and overstayers*
- (k) Not to keep pet(s) in the Premises without the written consent of the Landlord. *Keeping of pets*

3. AND THE LANDLORD HEREBY AGREES WITH THE TENANT as follows:-

- (a) To pay all present and future rates, taxes, assessments and outgoings in respect of the Room other than those agreed to be paid by the Tenant. *Payment of taxes*
- (b) That the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations on the Tenant's part herein contained shall peacefully and quietly hold and enjoy possession of the Room during the term hereby created without any interruption by the Landlord or any person or persons lawfully claiming under or in trust for the Landlord. *Peaceful & quiet possession*

4. AND PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

- (a) If the rent hereby reserved or any part thereof shall be unpaid for seven (7) days after becoming payable (whether formally demanded or not) OR if any covenants or stipulations on the Tenant's part herein contained shall not be performed OR if at any time the Tenant shall become bankrupt then and in any of the said cases it shall be lawful for the Landlord at any time hereafter to re-enter and re-possess the Room 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 breach of the Tenant's covenants herein contained. *Default of Tenant*
- (b) The Landlord is hereby reminded that HDB does not allow the subletting of **WHOLE** HDB flat without HDB approval. The Landlord hereby warrants and certifies that he is physically staying in the abovementioned property and shall continue to stay in the abovementioned property while renting out the Room to the Tenant. *HDB's approval*
- (c) The Tenant hereby acknowledges that the Landlord is renting out the Room only and understands that the Landlord will continue to stay in the above property while renting out the Room. The Tenant shall not raise any objections whatsoever regarding this matter. *Landlord's stay*
- (d) In the event of termination of this agreement by the Tenant before the expiry of the term herein, without prejudice to any of the Landlord's other rights & remedies, the Tenant shall also be liable to reimburse on a pro rata basis the commission that the Landlord has paid to the Landlord's salesperson for the remaining term. The Landlord shall be entitled to deduct such reimbursement from the deposit held by the Landlord and the Landlord shall not claim for any commission refund from the Landlord's salesperson. *Reimbursement of salesperson's commission-Tenant*
- (e) If the Landlord should terminate this agreement before the expiry of the term herein for whatsoever reason then the Landlord shall in any event reimburse the Tenant on a pro rata basis the commission the Tenant has paid to the Tenant's salesperson for the remaining unfulfilled term and the Tenant shall not claim for any commission refund from Tenant's *Reimbursement of salesperson's commission-Landlord*

Landlord	Tenant

salesperson.

- (f) The stamp fees of this agreement and its duplicates shall be borne by the Tenant and paid forthwith. **Stamp fees**
- (g) It is expressly agreed that the Tenant shall deliver to the Landlord for inspection every occupant's original travel documents, employment letter and work permit or employment pass or any relevant pass issued by any Singapore government authority prior to the occupant's stay at the Room. The Tenant shall ensure at all times that all the occupants are permitted by law to remain in Singapore. **Inspection of immigration documents**
- (h) The Tenant shall only allow the following persons to remain at the Room and shall immediately notify the Landlord in writing of any change in the occupants, immigration and or employment status. The name and NRIC/Passport No. of all the permitted occupants of the Room are as follows:- **Permitted occupiers**
- _____
- _____
- _____
- _____

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

SIGNED by the)
)
abovementioned Landlord)
)
in the presence of:-)

SIGNED by the)
)
abovementioned Tenant)
)
in the presence of:-)

Interpreted/ translated orally to _____ in _____
by _____ (Signature)

NOTICE

This is a standard document which may not be appropriate for use in every situation. When in doubt, please seek legal advice from your solicitors.

Landlord	Tenant