



## ***DEFAULT IN RENTAL***

In the event of default of payment of rental what Legal action can be taken against the tenant?

- A judgment debtor order
- A distress order to appoint a court bailiff to seize tenant's belongings.
- An eviction order to evict the tenant from the tenanted property.

- That the tenant has defaulted in the payment of rental? No. The landlord can evict the tenant from the tenanted property with the assistance of the court bailiff and police officer (if necessary).

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Can the Landlord forcefully chase out the Tenant out from the tenanted property in the event?

What should the Landlord do if the tenant has failed to pay the rental in time default in paying the rental? The Landlord may bring legal action under the tenancy agreement to recover the arrears of rental. As per the basic term and condition clauses' the Landlord would be allowed to forfeit the deposit which have been paid by the tenant earlier. The Landlord is entitled to seek other legal action to recover the rental in arrears from the tenant.

Section 7(2) of the Relief Specific Act 1950 provided that:-

Where a specific immovable property has been let under a tenancy and that tenancy is determined or has come to end but the occupier continues to remain in occupation of the property or part thereof the person entitled to the possession of the property shall not enforce his right to recover it against the occupier otherwise than by proceedings in the court.

Right of a Landlord if a Tenant defaulted in paying rent in Malaysia.

Letter of Demand

In the event that the Landlord chose to proceed with Legal actions for outstanding rental payments, the tenant must properly be notified. The landlord through his/her lawyer should instruct to issue a Letter of Demand, which is a formal demand letter to notify the tenant that the Landlord may commence Legal Proceedings against the tenant to recover the rental required to be paid.

If the tenant settle the unpaid rental, a Letter of Demand can be sufficient enough to recover the amount and the potential litigation proceedings. If the tenant still decline to pay up the demand used in court as evidence to proof the outstanding rent amount and that the Landlord reasonable step prior to proceedings to claim in court to recover the outstanding amount.