

Developing Sustainable Residential Tenancies Scheme for Malaysia

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(Received: 1st April 2021; Accepted: 5th May 2021; Published: 5th July 2021)

ABSTRACT

Keywords:

*Residential Tenancies;
Sector Sustainability;
Landlord and Tenant
relationship; National
Housing Policy;
Affordable Housing;
Malaysia;*

The notion of housing the nation should not be limited to homeownership. It can also be extended to make rental market that is viable for the citizens to access to housing that is suitable to meet their social needs and economic viability. In order for the residential tenancies sector to correspond to the demands of the society, a strong legal framework is imminent. However, at present there is no specific legislation dealing with the landlord and tenant matters in Malaysia. The current laws governing the relationship between the parties to a tenancy contract are based on scattered provisions from the National Land Code 1956, Contracts Act 1950, Distress Act 1950, and Specific Relief Act 1950. The current situation created issues in terms of bargaining powers between the parties, the security of tenure, costly and lengthy legal procedure in settling disputes, and the unjustified practices of forfeiting security deposits. The question is premised on the need to have a specific legislation to regulate the relationship between the landlord and tenant as the development, sustainable and viability of residential tenancies market is largely depending on its enabling factors such as laws, statutes, and regulations. This article is written based on

the qualitative research methodology where the current laws, practices, and regulations on residential tenancies in Malaysia is accessed and is compared with the practice in Scotland. The objective is to promote the sustainability of the residential tenancies market in Malaysia by strengthening the law to regulate the market. It focuses on private residential tenancies within the residential tenancies sector in Peninsular Malaysia, specifically on the issues of creation of specific legislation, dispute resolution, and the manner of dealing with security deposit. Research findings highlight that it is significant to introduce a specific legislation to regulate residential tenancies sector residential tenancies market in Malaysia to ensure it achieves the desired target in promoting affordable housing as envisaged in the National Housing Policy..

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INTRODUCTION

Housing or shelter is one of the important need in human life after food and it is one of the most regulated sectors (Kholodilin, 2020). Housing as a basic necessity, provides shelter for sleep, rest, and protection from sun and rain. Apart from the physical structures of a house, a house must be understood from its relationship between person, community, and environment. Hence, having a house will have direct influences and consequential effects on human life such as on health, economy, education, employment and social life (Bilal, Meera, & Razak, 2019; Shafinar Ismail, Azmi, & Thurasamy, 2014). The 2030 Agenda for Sustainable Development (2030 Agenda) has been adopted by Malaysia on 25th September 2015 in which Malaysia gives commitment towards sustainable, resilient, and inclusive development (Unit, 2017). The 2030 Agenda has 17 Sustainable Development Goals (SDG) and Goal 11 is relevant as the goal is to “make cities inclusive, safe, resilient and sustainable”. To achieve the goal, among others is to safeguard the security of tenure to land/house and it is to be protected with legally binding document such as sale and purchase/finance agreement, and rental agreement which will be registered or endorsed in the document of title to the land. At the national level, the government is expected to create policy and align all the governmental institution with a view to achieve this goal (UN-Habitat, n.d.).

As one of the most heavily regulated sectors, the government has aggressively interfered in the housing sectors for the purpose of providing affordable housing to its people, ensuring political stability,

stimulating domestic industrial sectors. Housing policy can be defined as set of regulation/measures imposed by the government to affect the performance of housing market. The example can be seen after the Second World War where the government of countries had imposed rent controls (Kholodilin, 2020). In Malaysia, the Control of Rent Act 1966 had been in force for thirty years before it was repealed on September 1997 (Atsumi, 2003). More recently, on 30th January 2020 the World Health Organization has declared an international public health emergency over the emergence of the spread of novel coronavirus, which has caused the pandemic of Covid-19. Apart from the escalating effect on economic and health, the Covid-19 pandemic is causing a housing emergency. Covid-19 has impacted the experience of home and in home, and the people's capabilities to pay for housing unit. Some unfortunate people are experiencing income loss and are unable to pay for rent or mortgage and will face the risk of homelessness. Moratorium on rental and mortgage has been imposed with various level of success (Mung, 2021; Parsell, Clarke, & Kuskoff, 2020; Rogers & Power, 2020). Therefore, housing policy must be rapidly changed to accommodate the changes in the real world. In the National Housing Policy in Malaysia, the government is aspired to accommodate the people with affordable and quality housing.

The preceding part discusses on the residential tenancies sector and the advantages of having a formal residential tenancies policy to provide clear directions for developing the regulations. Part 2, defines tenancy and the development of the prevailing legislation. It also explains the gap and weakness of the current regulations that has created incoherent practice in the tenancy sector. Part 3, focuses on the matters that need to be improved in order to make the residential tenancies sector as a sustainable and viable option for people. cursory comparison with the law in Scotland is made with a view to identify best practices to be adopted in Malaysia to improve the present law. The final part concludes the research findings and proposes some reforms to enhance the Malaysian residential tenancy sector.

SUSTAINING DEVELOPMENT OF RESIDENTIAL TENANCIES

Sector residential tenancies sector can be described as property owned by someone other than the occupants or resident or by a legal entity for which the resident or the occupant pay rental for a fixed period of tenancy. It is a formal or informal agreement between landlord and tenant in which the consideration is rent paid by the tenant at a predetermined price for a duration of time. For most nations, discussion of housing policy is centred on the need to increase home ownership. There had been little discussion on residential tenancies as owning a house can be considered as good investment not only for the homeowners, but also for contributing to the financial, building and construction sectors. For homeowners, owning a house was considered good as it provided the owner and his family with security and financial advantages (Peppercorn & Taffin, 2013). The

national housing policy in Malaysia dated from 1947 in which the Select Committee of the Malayan Advisory Council had advised the government to be involved in providing housing for the poor or assisting for low-income household who cannot afford to pay rent. With the establishment of Housing Trust in 1950, the interest in development of public housing become more intensified. For rental housing, it was managed by public entities such as local governments. Assistance to purchase by provided by Majlis Amanah Rakyat (MARA) to low-income households. With the launching of New Economic Policy (NEP) in 1971, social housing and homeownership become the focal agenda of the government with policy instruments such as planning permission to the private sector to build more low-cost housing and housing quotas for Bumiputra. The themes of national housing policies were to provide equitable access and adequate housing for all Malaysia, increasing homeownership and improving housing condition in the rural areas (M. Hamzah, 1997). The focus is on inspiring the people to become house owner by constructing more affordable housing. Even as to this date, the home-ownership campaigns are actively done to attract people to buy house. The governments, the housing industry, the media, and the family member will influence others that homeownership is normal and necessary until it become a cultural norm (UN-HABITAT, 2003). The residential tenancies sector is rarely promoted as the government believed that the way the government can do to encourage the country's developments is by building public or social housing (Peppercorn & Taffin, 2013).

Sustainability has been characterized as the ability of human to make development which meet the needs of the current generations without compromising the need of future generation to meet their needs. The concept of sustainability must also consider other's situation such as built environment, economic, and social as more citizen are living in inadequate accommodation. The consideration should also be expended to short and long-term costs of running a house, such as house pricing including cost-efficiency in terms of water, good energy and other services (Mulliner & Maliene, 2011; Said, Majid, Alias, Adnan, & RAzali, 2016). In achieving sustainability, it also contains procedural elements where it needs to be forged into statutes, regulations, and cases in transforming the direction of the governmental institutions to meet the need and aspirations of the communities (Futrell, 2004). Hence, the incorporation of sustainability is not solely be connected to the protection of the environment, but to be tied with consistent and coherent practices which will prolong the satisfaction of the nations while preserving the environment, social, cultural, and political stability. The right to adequate housing does not require the government to build housing for the whole population (UN Habitat, n.d.). The introduction to the Residential Act was formally suggested in the Malaysian Budget in 2018. As to encourage the Malaysian citizen to rent out their residential property at a reasonable rate, the government agreed to give 50% income tax exemption to the rental income not exceeding RM 2,000.00 per months from 2018-2020. Although large population of

people lives in rental housing, it was not considered to be part of country's national housing policy. The Residential tenancies sector especially involving public rental housing, always been regarded in a negative perspective as it consumes high financial budgets. The problem is due the limited understanding of responsibility as occupier of the rental premises. Non-payment of rental, vandalism by the resident, and damage to the common property are the common factors which contributed to the high maintenance cost of the public rental housing. Moreover, the reactive maintenance approach (as compared to preventive maintenance approach) and unsuitable managerial practice are adding the number to the financial budget for public residential tenancies sector in Malaysia (Bilal et al., 2019).

In Malaysia, although the rate of homeownership is 72.5% (the rate is high as compared to Singapore), it also consists of informal housing such as houses built in riverbank or illegal settlement. Hence the rate of ownership cannot be regarded as an indicator for homeownership as it does not reflect the real situation in Malaysia (Suraya Ismail, Jalil, & Muzafar, 2015). Alternatively, renting should be marketed as a mode of housing people and it should not be regarded as in competition or inferior to homeownership. Ignoring the need of affordable residential tenancies sector residential tenancies sector will have profound consequences as some people cannot afford to purchase home. This situation is prevalent among the young, low-income earners, especially those with informal and not fixed income. As a result, they will resort to rent houses which are not safe and habitable, especially in slums. The occupation by the renters in such locations will expose them to abuse and discrimination practice, exorbitant rent, and health issues. There must be recognition that there will always be a group of population who cannot afford to own a home, or at least not qualified to secure a home financed by the financial institution. A healthy formal renting housing regulation/policy is important as it provide a reasonable avenue for renters who are not in the formal employment with formal income. Renters with informal income are not qualified for housing loan from conventional financial institutions. Vibrant rental market is also important for the worker's mobility and students' temporary occupation for study duration.

The realization that homeownership is not for everybody is an important factor which determines the sustainability of rental housing. The government should not perpetuate the agenda that housing the nation would require the government to house everyone under the homeownership schemes. It can be done systematically by including residential tenancies sector under national housing policy which must advocate for balanced approach to support future growth and stability. Once the government has decided to engage in rental market, the focus must be to develop sufficient knowledge by assessing the performance of the rental sector. This assessment will help the government in promulgating details of national housing policy which is responsive to the current situations. The assessment should also be extended to the existing

legal framework which corresponds to the existing practice in rental housing. Among the issues that need to be assessed are as follows:

LEGAL FRAMEWORK REGULATING RESIDENTIAL TENANCIES SECTOR IN MALAYSIA

The law of tenancy in Malaysia is governed by the National Land Code 1965 (Act 56) (NLC), Contract Act 1956 (CA), Distress Act 1951 (DA), Civil Law Act 1956 (CLA), Specific Relief Act 1950 (SRA) and Rules of Court 2012 (ROC). Various acts are catering for different remedies for landlord and tenant. Tenancy can be created orally or in writing, and the period must not exceed three years (*Than Kok Leong v Low Kim Hai*). Tenancy does not create a registrable interest in the land as it differs from lease (the period of lease is four years and must not exceed ninety-nine years) which the latter requires the registration of the lease in a prescribed statutory form. For the protection of tenancy, the NLC provides for its endorsement (*Luggage Distributors (M) Sdn Bhd v Tan Hor Teng & Anor*) However, in the event of non-endorsement of the tenancy on the document of title relating to the tenanted premise or land, the tenancy will not be binding on the future owner of the premise or land.

Benefits of Standardized Tenancy Agreement

In managing the relationship between the parties, freedom to contract is the fundamental principle that must be uphold. Both parties are free to negotiate the suitable terms in their tenancy agreement and the court will enforce the terms once it is expressly agreed by the parties. Seeing from this perspective, both parties must have equal bargaining power to define their right and obligations. However, in tenancy agreement, the negotiation process between the parties has been reduced with the implementation of standardized tenancy agreement prepared by the landlord. The standardized tenancy agreement is usually drawn up by solicitor for fee paid by the landlord, or is taken from the previous tenancy that the landlord had, or downloaded from the internet (*Dabara I, Ojo, & Augustina, 2012*). In case of objection by the tenant, the landlord will respond arguing that it is a standard tenancy agreement which must be adhered to, or on an extreme situation, the tenant will be asked to look for another accommodation (*Andrew, 2013*). This practice is commonly known as “take it or leave it” where the tenant will face the risk of homelessness if he does not sign the agreement (*Woebeking K. Mark, 2019*). In furtherance of this issue, in the absence of statutory standardized tenancy agreement, the tenancy agreement was prepared individually, and in loose terms causing uncertainty especially if there are disputes between the parties. The disputes are on the unregulated rent payment, revision of rent, renewal of tenancy, modes of termination and process of eviction (*Suffian, 2012*).

Dispute Resolution

Dispute is a short-term disagreement between the parties. If the disputant parties search for resolution, the disputes become negotiable and can be settled. If left unresolved, the disputes will be conflicts which turn them to be non-negotiables (H. Hamzah & Abdullah, 2018). As for the residential tenancy disputes, the parties must approach the court to get the remedy and damages. The common disputes between the parties are, on the part of landlord, tenant's refusal to vacate tenanted premise after the expiry of tenancy period, arrears of rent, and damages to the premise. On the part of tenant, the issue of repairs, renewal of tenant and increase of rent. With the enactment of section 7 of SRA, recovery of immovable property in case of tenancy may only be done by the landlord in accordance with the law relating to civil procedure with the proceeding in the court. SRA also empowers the tenant to make claim against the landlord in the event where the landlord fails to follow the statutory requirement provided. In order to pursue for their right, with the current statutory regulations, both landlord and tenant have to commence their action in civil court. This may cause the parties to incur cost financially, lengthy procedure and time-consuming. Currently, there is no specific court or tribunal to resolve the disputes between landlord and tenant, hence the parties may file their action in the civil courts, especially the session court (Kamarudin, 2014; Suffian, 2012). the establishment of tribunal in Malaysia is not a strange idea as it has been developed previously in matters relating to homebuyers claim, strata disputes in stratified development, marriage disputes and consumer claims. The purpose of such establishment is to minimise the cost to the claimants, to resolve the disputes faster, and to reduce the burden of the court to hear the disputes (H. Hamzah & Abdullah, 2018; Kamarudin, 2014, 2016; M.P.Jain, 1989).

Managing Security Deposit

The security deposit has become common practice in the recent years as the practice was not developed until 1960s. It usually comprised of sum of money (equivalent of several months of rental) and paid by tenant to landlord prior to the execution of tenancy agreement. The sum of money will be kept by the landlord and will be returned to the tenant subject to any deductions of expenses incurred by the landlord due to the damage done by the tenant to the tenanted premise or any other damages due to breach of the agreement by the tenant (Lye Lin Heng, 1990). The practice of deposit money is prevalent as the practice of self-help by the landlord has been abolished and do not provide favours to the landlord especially in rent arrears and damages to the tenanted premises (H.Rabin, 1984). There were no statutory provisions governing the lawful amount of money can be demanded by the landlord, the use of money during the subsistence of the tenancy and the use of interest accrued from the keeping of deposit money in any financial institutions (Anthony J, 1981). Non-regulation on the security deposit will have effect on the low-income household from assessing a valid tenancy. Although the landlord is obliged to return the

deposit money at the expiry of the tenancy, the landlord may choose not to do citing many invalid reasons and claims. Despite the tenant's entitlement to pursue the return of the deposit money in civil court, the time and expenses incurred will be out of proportions to the amount of the deposit claimed (Bradbrook, 1981). For the refund of deposit money, in the absence of statutory regulations, the tenant should be cautious on which circumstances the landlord can validly claim for the deposit money together with a reasonable timeframe for such refund. However, unconvinced with the current legal procedure for the return of deposit money, the tenant would resort to the practice of self-help where the tenant would withhold the equivalent amount of rental especially during the last months of the tenancy.

Residential Tenancies Sector in Scotland – Best Practices

The Private Housing (Tenancies) (Scotland) Act 2016 commenced on 1st December 2016 introduced the law governing private residential tenancy. It intends to provide security, predictability and security for both landlord and tenants. By the implementation of this Act, the security of tenure has been guaranteed, as the tenancy is open-ended hence the landlord cannot ask the tenant to leave the tenanted premise just because the fixed term has ended. In terms of standard agreement, the landlord is obligated to the tenant a tenancy agreement in writing on the day the tenancy commences. According to the Act 2016, the landlord is given options either to use "Model Private Residential Tenancy Agreement (MPRTA)" or the landlord can draft the tenancy agreement himself. If the landlord is using MPRTA, the landlord must supply to the tenant "Private residential tenancy model agreement: easy notes for tenants". If the landlord drafted the tenancy agreement himself, he must supply the tenant with the Private Residential Tenancies (Scotland Terms) (Scotland) Regulations 2017 and "the Private Residential Tenancy Statutory Terms Supporting Notes". Within 28 days after the commencement of the tenancy, if the landlord fails to provide written tenancy agreement, the tenant can apply to the First-Tier Tribunal for Scotland (Housing and Property Chamber).

The First-Tier Tribunal (Housing and Property Chamber) is established to ensure that the process and procedures are more friendly and easier to understand. The guided principles in exercising the function of the First Tier Tribunal are to "be accessible and fair" and the proceeding to "be handled quickly and effectively". The matters heard are on rents, eviction, repairs, landlord's entry to the tenanted premise and other civil proceedings. The absence of civil legal aid during the proceeding in the First Tier Tribunal signifies the informal and inquisitive methods in handling the case. The disputants can bring friends and supporters, including legal representative to get emotional and practical assistance. Alternatively, tenant may pursue for advice from Shelter Scotland and Citizen Advice Bureau prior to the proceeding date. It is interesting to note that, prior to the proceeding date, the First Tier Tribunal may order the

parties to go for case management discussion where it can be done virtually, through videoconference, or conference call. The purpose of having the case management discussion is to explore the possibility of settling disputes without the need for hearing. It is intended to ensure efficiency and to encourage for early dispute resolution between the parties. The First-Tier Tribunal is also obligated to explain the Tribunal's process and conduct of proceeding, its guided principle as to ensure the parties understand and can participate effectively in the proceeding. At the end of proceedings, the decision will be given by the First Tier Tribunal together with a statement of reason, furnished to the parties. Upon the decision, the right of appeal to the Upper Tribunal is provided to the parties to appeal on point of law. The statutory function of the Upper Tribunal is to correct errors of law committed in the First Tier Tribunal.

In Scotland, the amount of security deposit that can be legally demanded by the landlord is two months. The use of the tenancy deposit is to act as an assurance of the action by the occupants such as the damage on the tenanted premises, unpaid bills for electricity, internet, and water supply, arrears of rent or cleaning cost. With the objective to reduce unreasonable and illegal tenancy deposit holding by the landlord, the Housing (Scotland) Act 2006 provides for creation of tenancy deposit scheme (TDS) which is run by independent companies. The example of tenancy deposit scheme in Scotland are Letting Protection Service Scotland, Safe Deposits Scotland and my.deposits Scotland. Operationally, the TDS will keep the security deposit lodged by the landlord in an account created for safekeeping until it become payable to be paid to the tenant subject to any claim made by the parties. Since the TDS will keep the security deposit, the amount of the security deposit is safe throughout the period of tenancy even though the landlord goes out of business and declared bankrupt. Once the security deposit is kept in the TDS scheme, there is less risk that the security deposit will be misappropriated by the landlord. Within 30 days of receipt of security deposit from the tenant, the landlord must pay the same to the TDS provider. By paying the security deposit into the TDS provider, it demonstrates that the security deposit will act as a deposit to the tenancy, not as premium. The 2016 Act prohibits all premium charges. It is an offence for the landlord to charge any payment of charges to the tenant. A premium is a charge that the landlord imposes to the tenant as a pre-condition to have a tenancy or to renew it. Charges of premium also will include general administration cost, fee for preparation and execution of tenancy agreement and check-in inventory report, and reference fee for tenant.

Analysis and Findings

The law regulating residential tenancies sector in Malaysia especially involving private residential tenancies is based on the principle of contract law and equity. The current law posed incoherent practices as to the right and obligation between the landlord and tenant, as the parties may abuse the system by benefitting by the imbalance of negotiation power between

the parties, by invoking the benefits due to the statutory requirements of delivering vacant possession and the abolishment of self-help. The pursuit of justice and fair practice is largely determined based on the financial capabilities of the parties as the lengthy and costly legal procedure will demotivate the parties. As comparison in Scotland, the dispute resolution mechanism is based on the guided principle for effective and quick resolution. The specific residential tenancy legislation is dedicated towards maintaining the relationship between the landlord and the tenant. The establishment of an independent institution to govern the residential tenancy sector will help prevent abuse and unjustified practices, and facilitate the growth of the residential tenancies sector to become viable and sustainable for meeting the needs of current and future generation.

CONCLUSION

The right to adequate housing should be expanded to include residential tenancies sector for the nation. It should not be on perpetuating the agenda of housing the nation through homeownership. To be in line with the spirit of sustainability, concern must be addressed on the ability of the citizen to pay for the housing unit, to live in healthy environment and to be engaged in social community. The regulatory sector should be aligned to create a system that help to promote a viable residential tenancies sector which is habitable and safe. The law should be fair, and the rights of the landlords and tenants must be balanced and transparent. The existence of a proper statute will maintain the balance of power between the landlord and tenant, preventing exploitation by both parties. The establishment of out-of-court dispute settlement mechanism where resolutions can be cheaper and speedier and beneficial to the parties as an easier access to justice. The practice in Scotland can be a useful reference where the law is codified specifically for regulating residential tenancies sector and the relationship between the landlord and tenant.

REFERENCES

- Andrew, T. (2013). On the Invalidation of Terms in Contracts of Adhesion. *Yale Journal on Regulation*, 30(2), 439–474.
- Anthony J, B. (1981). The Rights and Duties of Landlords and Tenants under the Victorian Residential Tenancies Act. *Melbourne University Law Review*, 13, 159:178.
- Atsumi, S. (2003). The repeal of rent control in Malaysia. *Cornell Real Estate Review*, 2, 29–38.
- Bilal, M., Meera, A. K. M., & Razak, D. A. (2019). Issues and Challenges in contemporary affordable public housing schemes in Malaysia: Developing an alternative model. *International Journal of Housing Markets and Analysis*, 12(6), 1004–1027.
- Bradbrook, A. J. (1981). The Rights and Duties of Landlords and Tenants Under the Victorian Residential Tenancies Act. *Melbourne University Law Review*, 13, 159–197.

- Dabara I, D., Ojo, O., & Augustina, O. (2012). An Examination of the Tenancy Agreement as a Shield in Property Management in Nigeria. *International Journal of Business Administration*, 3(4), 54–66.
- Futrell, J. W. (2004). Defining Sustainable Development Law. *Natural Resources & Environment*, 19(2), 9–12.
- H.Rabin, E. (1984). Revolution in Residential Landlord-Tenant Law: Causes and Consequences. *Cornell Law Review*, 69(3), 517–584.
- Hamzah, H., & Abdullah, S. A. (2018). Dispute Resolution of Stratified Residential Properties: The Strata Management Tribunal of Malaysia. In *Pacific Rim Regional Meeting of the International Academic Association on Planning, Law and Property Rights* (pp. 1–11). Taoyuan City, Taiwan.
- Hamzah, M. (1997). *Housing Policy in Malaysia: Conditions, Perspectives and Islamic Values*. University of Leeds.
- Islam, M. Z. (2013). Legal enforceability of ADR agreement. *International Journal of Business and Management Invention*, 2(1), 40-43.
- Ismail, Shafinar, Azmi, F., & Thurasamy, R. (2014). Selection Criteria For Islamic Home Financing In Malaysia. *International Journal of Business and Society*, 15(1), 97–110.
- Ismail, Suraya, Jalil, I. N., & Muzafar, P. M. M. (2015). Making Housing Affordable. *Kuala Lumpur*.
- Kamarudin, F. (2014). The role of the Strata Management Tribunal in Resolving Strata Scheme Disputes in Peninsular Malaysia: The Therapeutic Jurisprudence Approach. *Malayan Law Journal*, 2, clxix.
- Kamarudin, F. (2016). Reconciliatory and Transformative Approaches for the Strata Management Tribunal. *Malayan Law Journal*, 3, 1.
- Kholodilin, K. (2020). Long-Term, Multicountry Perspective on Rental Market Regulations. *Housing Policy Debate*, 1–22. <https://doi.org/https://www.tandfonline.com/action/showCitFormats?doi=10.1080/10511482.2020.1789889>
- Lye Lin Heng. (1990). *Singapore Law Series: Landlord and Tenant*. (M. L. R. & Butterworths, Ed.). Singapore.
- M.P.Jain. (1989). *Administrative Law of Malaysia and Singapore* (Second Edi). Kuala Lumpur: *Malayan Law Journal Sdn Bhd*.
- Mulliner, E., & Maliene, V. (2011). Criteria for sustainable housing affordability. *Journal of Environmental Engineering*, 3, 966–973.
- Mung, T. S. (2021). Bank continue to offer repayment assistance, including extending existing moratorium, say ABM and AIBIM. *The Edge Markets*. Retrieved from <https://www.theedgemarkets.com/article/banks-continue-offer-repayment-assistance-borrowers-say-abm-and-aibim>
- Parsell, C., Clarke, A., & Kuskoff, E. (2020). Understanding responses to homelessness during Covid-19: an examination of Australia. *Housing Studies*. <https://doi.org/https://www.tandfonline.com/action/showCitFormats?doi=10.1080/02673037.2020.1829564>
- Peppercorn, I. G., & Taffin, C. (2013). *Rental Housing: Lessons from International Experience and Policies for Emerging Markets*, Direction in Development. Washington DC.
- Rogers, D., & Power, E. (2020). Housing policy and the Covid-19 pandemic: the importance of housing research during this health emergency. *International Journal of Housing Policy*, 20(2), 177–183. <https://doi.org/https://doi.org/10.1080/19491247.2020.1756599>
- Said, R., Majid, R. A., Alias, A., Adnan, Y. M., & RAzali, M. N. (2016). Sustainable Housing Affordability in Sabah. *Journal of the Malaysian Institute of Planners*, (Special Issue V), 65–76.

- Suffian, A. (2012). A conceptual study on landlord and tenant law in Peninsular Malaysia: A Focus on Private Residential Tenancy. *International Journal of Real Estate Studies*, 7(1), 13–23.
- UN Habitat. (n.d.). *The right to adequate housing: Fact Sheet No.21 (Rev.1)*. Geneva.
- UN-HABITAT. (2003). *Rental Housing, an essential Option for the Urban Poor in Developing Countries*. Nairobi.
- UN-Habitat. (n.d.). *Sustainable Development Goal 11+*.
- Unit, E. P. (2017). *Malaysia: Sustainable Development Goals Voluntary National Review 2017*. Putrajaya.
- Woebeking K. Mark. (2019). The impact of Smart Contracts on Traditional Concepts of Contract Law. *Journal of Intellectual Property, Information Technology and Electronic Commerce Law*, 10(105–112).