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HOUSE

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STUDENT RESIDENCES

TENANCY TERMS &

COMMUNITY LIVING STANDARDS

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PART 1. RESIDENCE COMMUNITY

Welcome! You are now a member of the Residence Community.

RESIDENTS

As a Resident, you are responsible to read, understand and abide by the Tenancy Terms & Community Living Standards to be a responsible party in the Residence Community. You acknowledge your rights, responsibilities and privileges as well as the rights, responsibilities and privileges of others. You are required to take ownership of your own actions. We hope that you participate in the Residence Community in a positive way and do your part to create and maintain an environment that encourages personal and social growth.

THE MANAGEMENT

The Management works hard to ensure that you have a positive living experience in our Residences. We are here to help you meet your aspirations. We understand the importance of having a conducive environment where you can build your own future and chart your own destiny. For this reason, we provide Residences for you to live, learn and lead. The Management aims to ensure that the standards outlined in the Tenancy Terms & Community Living Standards are respected and maintained.

1.1 RULES THAT AFFECT YOU IN THE RESIDENCES

The Tenancy Terms & Community Living Standards are a set of guidelines for students that live in our Residences. These are detailed in:

- Part 2. Tenancy Terms
- Part 3. Community Living Standards

All Residents are expected to behave in a manner which is acceptable and conform to Malaysian customs, local laws and regulations anywhere within the Residences. Residents are also required to read, understand and abide by the Tenancy Terms & Community Living Standards. You are advised to download a copy of this Tenancy Terms & Community Living Standards for your perusal (https://residence.sunwayhouse.com.my)

1.2 AUTHORITY

The Management reserves the right to revise the Tenancy Terms & Community Living Standards from time to time.

The Tenancy Terms & Community Living Standards are intended to be clear to all readers. If you have any query, please consult a member of The Management for further clarification.

1.3 RESIDENT'S RIGHTS, RESPONSIBILITIES AND PRIVILEGES

As a Resident, you are entitled to enjoy your privileges without compromising and/or disrespecting the Tenancy Terms & Community Living Standards.

RESIDENT'S RIGHTS

As a Resident you are entitled to:

- access your assigned unit/room,
- occupy your assigned unit/room in reasonable comfort and use its furniture,
- live in a clean environment, requiring a joint and equitable effort from you and your unit mate/roommates,
- have your maintenance requests acknowledged and resolved by The Management within a reasonable timeframe,
- have your complaints addressed by The Management,
- have your concerns and suggestions considered by The Management,
- have all reported offences investigated in a reasonable amount of time and efficient manner,
- expect confidentiality from The Management with regards to all personal and student conduct-related information in accordance with the Personal Data Protection Act (PDPA); this does not extend to emergency situations that may endanger/jeopardize the safety of our Residents, where the Emergency Contact(s) will be informed (Please refer to TT 2.2.7).

RESIDENT'S RESPONSIBILITIES

As a Resident, you have the responsibility to:

- read, understand and abide by the Tenancy Terms & Community Living Standards,
- pay rent on time,
- conduct yourself in a way that ensures the Residence facilities and grounds are kept in a good condition, including keeping your assigned room and Unit Common Areas in a clean and hygienic state,
- recognize and accept the authority of all members of The Management and be respectful, responsive and cooperative in all dealings with them,
- treat fellow Residents and The Management with respect, civility, courtesy and consideration,
- respect cultural differences including behaviours, language, customs, beliefs and perspectives,
- report violations of Tenancy Terms & Community Living Standards and take all reasonable measures to ensure the security and safety of the Residence Community,
- respect the rights, privileges and privacy of your unit mate/roommates and work with them cooperatively to keep your unit in a clean and tidy condition,
- respect the rights, privileges and property of all other Residents and Non-Residents,
- take full responsibility for the conduct of your Visitors/Guests, accompanying them at all times within the Residence and ensuring that your Visitors/Guests are aware of and abide by the Tenancy Terms & Community Living Standards,
- secure your personal property,
- be solely liable for any loss or damage to your room and its furniture, public facilities and equipment of the Residence, including Common Areas and be liable for any damages caused by your Visitors/Guests,
- lock all doors at all times for the protection of your property as well as for security reasons for your unit/roommates.
- carry your Residence ID and show it when requested by The Management,
- check your email on a regular basis for any official notices from The Management,
- update The Management on any changes to your personal data, especially your contact details,
- allow The Management to enter the unit/room in case of emergencies,
- allow The Management to have access to your unit/room with sufficient prior notice, i.e. for maintenance purposes, etc.,

- report damage/loss (partial or full) of Residence property immediately to The Management,
- give full cooperation in an investigation for any incident by providing a report and statement,
- seek help and resources to protect your personal health, safety and wellbeing, including but not limited addressing issue(s) of self-harm which may occur by any of your act, omission and/or negligence of health and hygiene,
- ensure that your parents and your unit mate/roommates know your whereabouts,
- ensure that you are contactable in case of emergencies,
- report to The Management immediately if your unit mate/roommates is missing for more than 48 hours. This is to enable The Management to take immediate action should any untoward incident (if any) had taken place.
- indemnify and keep indemnified The Management from any legal actions, claims, costs, charge and expenses and demands, or damages resulting from your actions, negligence, or the actions of your visitors, guests, or invitees. This includes injuries to anyone on the Residence and any damage caused to the Residence property or neighbouring premises.
- agree to adhere to all governmental, municipal, or lawful authority rules, regulations, orders, and notices concerning the Residence and to compensate The Management for any consequences resulting from non-compliance.
- warrant that you have not violated, and undertake not to violate, and will continue to establish, maintain, and implement policies and procedures to ensure ongoing compliance with the following laws: (a) Anti-corruption laws, (b) Anti-money laundering laws, including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, as amended and supplemented from time to time.

RESIDENT'S PRIVILEGES

Privileges enhance the lifestyle in the Residences because they add to the pleasure of the academic and social experience. Privileges are granted to all Residents upon arrival, based on the principle that Residents are expected to conduct themselves in accordance with the Tenancy Terms & Community Living Standards. There is an important difference between Rights and Privileges. You can expect your Rights to be respected at all times, and you can maintain Privileges with behaviour in accordance with our Tenancy Terms & Community Living Standards. Privileges can be taken away though, if your conduct does not comply with our Tenancy Terms & Community Living Standards.

It is a privilege for you to:

- use the Common Areas and Facilities,
- use and enjoy the resources and services provided in the Residences,
- invite and host other fellow Residents of the same gender who live within your Residence in your Unit Common Area, within the visiting hours*
- invite and host non-Residents in the Residence Common Areas, within the visiting hours*
- be a Visitor/Guest in areas outside your assigned unit/room,
- participate in events and activities organized by the Residences

*Visiting hours are 9am-10pm.

PART 2. TENANCY TERMS

The Tenancy Terms outlines the obligations of the Resident and the Residences to one another. The terms and conditions of the Tenancy Terms have been designed to govern the process of pre-arrival, tenancy and post-check-out of all Residents.

2.1 STAGE 1 - BEFORE YOU CHECK-IN

TT 2.1.1 The Application Process

Terms and Conditions

- If you wish to apply for a room, you are required to submit the following:
  (i) A completed Residence Application Form
  (ii) Proof of Payment for the Residence Application Fee of RM500 (Non-refundable)
  To ensure prompt and correct processing of your application, kindly provide all the above items when applying for a room.
- The minimum tenancy contract is for a period of twelve (12), six to eleven (6-11) calendar month, or on a monthly basis, commencing from the check-in month.
- We strongly suggest that you submit your application after receiving the course enrolment's Offer Letter from either Sunway University, Sunway College, Sunway Le Cordon Bleu, Monash University Malaysia or other higher education institutions recognized by the Ministry of Higher Education.
- If you are entitled to a scholarship/sponsorship that covers your accommodation fees, kindly provide us a copy of said Scholarship Letter for verification purposes.
- The Management reserves the right to hold processing application which:
  (i) is incomplete and/or with incorrect information
  (ii) the Residence Application Fee of RM500 is unpaid or insufficiently paid
  (iii) is late, i.e. the application is made less than 30 days prior to the check-in date
- If you have a preferred room type, we strongly encourage you to apply as early as possible for a better chance to secure it. For applications made less than 30 days prior to the check-in date, kindly contact The Management to confirm room availability.
- The Residence Application Fee of RM500 comprises of a Processing Fee of RM300 and partial upfront Rental of RM200. The Residence Application Fee is non-refundable for any cancellation and non-transferable for any deferment of application. Please be advised that full payment will be required to secure the room.
- The non-refundable Residence Application Fees of MYR500 is valid for one year from the day the applicant submits their Residence Application Form, and will be forfeited should the applicant did not check-in to the Residence regardless of any reason.
- If you are a returning Resident, please note that any carried forward deposit and/or excess payment must be utilized within one year from the date of last check-out. Failure to re-apply and confirm your next stay will result in deposit and/or excess payment being forfeited.
- Changes to the check-in date and deferment of an application are each allowed once per Applicant, provided prior notice is given in writing via email to enquiry_residence@sunway.edu.my. Applicants are then required to provide a new proposed check-in date to The Management.
- All applications are processed on a first-come-first-served basis. In the event that the Applicant's preferred room type is unavailable, you will be offered the next best alternative.
- The Management reserves the right to hold the application process for incomplete Residence Application Forms, and/or incomplete documents, and/or when Application Fee is not received in full.

Room Confirmation

Upon successful application, a Confirmation Letter will be sent via email to the Applicant's email address as provided on the Residence Application Form prior to the proposed check-in date. The required initial payment will be quoted in the Confirmation Letter and is to be paid prior to the check-in date. A set of this document will accompany the Confirmation Letter.

Room Assignment/Allocation

- When applying for a room, you may indicate your special request(s) by filling out the Special Request column on the Residence Application Form. The Management will try to accommodate special requests wherever possible, subject to the availability of rooms. However, the fulfilment of such requests is not guaranteed. If fulfilled, RM100 or more (depending on the request) per request per person will be charged.
- While the number of Residents in a unit/room is dependent on the Residence assigned, it is the policy of the Residence that all Residents in a unit will be of the same gender.
- Rooms allocated to an Applicant are non-transferable in case of cancellation or deferment of applications.
- Pursuant to the PDPA, The Management will not disclose any roommate/housemates' details with other residents or third parties without the Resident's consent, unless required by law
- The assigned unit/room number will only be disclosed to the Applicant upon check-in at the Residences.

Promotions/Schemes

From time to time, The Management may introduce promotional package(s) in the form of fee(s) waiver(s), discounts, rebates, and other types of rewards for residents or new check-ins. Residents are required to refer to all the respective promotional documents for specific terms and conditions. The Management reserves all rights to add/remove/amend any form of the terms and conditions on each promotion/scheme documents and to revoke any promotions/schemes without prior notice given.

TT 2.1.2 Residence Fees

Payment of Fees

- The Applicant may refer to the Fee Payment Channels attached with the Confirmation Letter for the various methods of payment or we highly recommend payments to be done via https://epayment.sunway.edu.my/sckl?residence=true
- All amounts payable by the Applicant must be paid via online credit card, online transfers, cash, cheque, or Telegraphic Transfer as designated by the Finance Department. Payments via online credit card and online transfers are strongly recommended to ensure speedy processing of payment. An e-receipt will be sent by the Finance Department for payments made online after the payment has been credited from the bank account. Proof of monthly Rental payments must be emailed to SCKL (finance@sunway.edu.my) and to the respective residence email: Waterfront Residence (wfr_residence@sunway.edu.my), Sun-U Residence (sur_residence@sunway.edu.my), or Sun-U Apartment (sua_residence@sunway.edu.my) according to the Resident's current place of residence.

Residence Deposit and Rental (Initial Payment)

- Applicants are required to make the full payment of the Rental Deposit and Total Monthly Rental as listed on the Confirmation Letter prior to check-in before he/she will be permitted to occupy a room. Please ensure full advance payment to avoid delays in check-in.
- "Rental Deposit" is a security payment payable before moving in. It serves as a guarantee that you will follow all the terms outlined in this document. This deposit must be maintained at

the same amount throughout the tenancy period and cannot be treated as part of the monthly rental payment.

Quarterly Rental (Subsequent Payment)

- You are required to pay your Rental in advance on a quarterly basis and continue paying a minimum equivalent of three (3) months Rental. The quarters are as shown in **Table 1** below. All Rentals are adjusted to match the quarters from the second quarter's stay.

  Table 1:

Quarter	Month(s)	Payment Due Date
1st Quarter	January, February & March	1st of January
2nd Quarter	April, May & June	1st of April
3rd Quarter	July, August & September	1st of July
4th Quarter	October, November & December	1st of October

  Note: For students who check-in during a month that does not align with the start of a quarter, please refer to Table 5 for the initial payment. Subsequent payments will follow the standard quarterly schedule.
- Failure to maintain on-time payments will result in a Financial Hold status on the Resident's account, whereby access to facilities will be withheld. Financial Holds will be lifted approximately 1 (one) working day after successful verification of payments (you may refer to The Management for payment details).
- If the rent or any part of it is unpaid for 7 (seven) days after it's due, or if the Resident breach any terms of this document, The Management can then forfeit all deposits and monthly rent paid by the Residents. This does not affect The Management's right to other actions or claims for any breaches or early termination of the tenancy, who are not obligated to attach any reasons for such revision.

Excess of Utilities

The Rental is inclusive of water and electricity utilities, but there is a cap to the subsidy provided by the Residences which varies from one Residence to another (subject to change). Information regarding the specific cap amount **(as detailed in Table 2)** can also be obtained from the respective Residence Management Office. Any amount exceeding the cap will be borne equally by the Residents of the unit or according to the allocation set by The Management.

Table 2:

Residences	Capped Utilities per month
Sun-U Apartment (SUA)	RM180 for non-air-conditioned unit RM 360 for air-conditioned unit
Sun-U Residence (SUR)	Air-conditioned unit – RM480 Penthouse (air-conditioned unit) – RM600
Waterfront Residence (WR)	For Block A, air-conditioned unit – first 180 hours per month is free. Should the credit run out, you may proceed to the top-up kiosk located at the ground floor to top-up the credit (RM0.38 per hour) For Block C & D, monthly utilities are capped at RM 68 per tenant per room. Should the credit run out, you may proceed to top-up via application (Sunway Community)

Note: This information is subject to updates from time to time. Please check for the latest details regularly.

Special Request Fee

The Management will view all special requests and do their utmost best to accommodate each request. This is however, subject to room availability and moreover, each successful request will be charged a service fee of RM100 or more (depending on the request) per request.

Transfer Fee

- You may apply for a room or residence transfer request by submitting the Room Transfer Form or Residence Transfer Form, which can be obtained at the Residence Management Office. However, it is subject to room availability.
- A transfer fee will be incurred only upon successful transfers as shown in **Table 3**.

Table 3:

Type of Transfer Fee	Amount
Residence Transfer Fee	RM200
Room Transfer Fee (within same Residence)	RM100

2.2 STAGE 2 - DURING YOUR STAY HERE

TT 2.2.1 Check-In Process

- Kindly refer to **Table 4** for the check-in hours as well as locations.

Table 4:

Check-In Time	Location
During office hours Mon - Fri (8.30am - 5.30pm)	Residence Management Office
After office hours, Saturday, Sunday and public holidays	Security Control Room

- We strongly advise Residents to check-in at the Residences during office hours as the Finance Department will not be available on weekends, public holidays and outside office hours. There is no obligation on The Management to entertain those who arrive outside of the office hours.
- In accordance to TT 2.1.2, Residents are required to complete any balance payment(s) latest by their check-in day. We strongly advise completing the rental payments prior to your arrival to facilitate your check-in. For your information, payments can only be made on weekdays during office hours. In the event that full payment has not been settled upon arrival, the Resident will not be allowed to check-in.
- Residents who do not complete their balance payments upon their check-in or if they arrive prior to their provided check-in date may be offered short term accommodation in the Guest Rooms (subject to availability) until the completion and verification of payment.
- Residents must adhere to the check-in date provided on the Residence Application Form. Any request to change the check-in date must be made in writing via e-mail to enquiry_residence@sunway.edu.my at least fourteen (14) days prior to the proposed check-in date. Failure to check-in after the Proposed Check-in Date will result in forfeiture of the non-refundable Residence Application Fees made and immediate release of room without further notice.

- Failure to check-in on/after the Confirmed Check-in Date will result in an elapsed application. The Management will attempt to contact The Resident whose check-in date has elapsed to prompt for a confirmation of arrival within reasonable timeframe. If the Applicant confirms on the cancellation of application, or does not respond within the stipulated period, the non-refundable Residence Application Fee will be forfeited.
- According to your check-in date, the following guidelines (as shown in **Table 5**) are provided to offer flexibility during check-in:

Table 5:

Check-in Date Range	**Rental Period**	**Rate Applied**
1st to 11th of the month	Full-month rental	Full-month rate
12th to 14th of the month	Daily rental + Half-month rental	Daily Rate + Half-month rate
15th to 3 days prior to the last day of the month	Half-month rental	Half-month rate
Last 3 days of the month	Daily rental	Daily Rate

*Please take note that daily rental rate varies from one Residence to another.

- A visual inspection of the room will then be conducted, where any damages/defects spotted will be recorded in the Check-in Checklist. Residents can report any damages or defects found in the room, its furnishings, fixtures and equipment to The Management within 24 hours of taking possession of the assigned room.
- At all times during the stay, the Resident must maintain the room and its furnishings, fixtures and equipment with the same standard and condition as when the Resident took possession of the room with reasonable wear and tear.
- The Resident will be given a set of keys/card (cards are only applicable to Waterfront Residence) upon your check-in:
  i) Sun-U Apartment - one (1) key for the room door and one (1) key for the entrance door.
  ii) Sun-U Residence - one (1) key for the room door and one (1) key for the entrance door.
  iii) Waterfront Residence- one (1) card for all access.
- The Residence Card/Key(s) is valid only for the duration of stay at the Residence and must be surrendered to The Management before the Resident leaves the Residence upon the termination of the tenancy. Cards and Keys are strictly **prohibited** to be lent/borrowed to another person (refer to CLS 12).

The Resident is prohibited from assigning or subletting the room. The Resident must ensure that the only registered occupant of the residence is themselves at all times. Failure to meet this condition grants The Management the right to terminate the tenancy.

TT 2.2.2 Relocation

- Residents are subject to relocation to another Residence/unit/room at the sole discretion of The Management. Reasons for relocations may fall within one or more of the following:
  a) Renovations
  b) Operation needs due to unexpected circumstances that warrant immediate action to minimize wastage of resources.
  c) To facilitate heavy repair works;
  d) Infestations/Endemics/Contagions; and/or

e) Any other situations that may endanger the safety or health of the Residents.

- The Management shall provide reasonable advance notice for any relocation to Residents except in the case of emergencies.
- Residents are required to comply with the terms of any relocation notice and relocate the Resident's property to the room designated as per the relocation notice. If the Resident does not remove and relocate their property within seven (7) days from the date of the notice, The Management shall have the right to remove and relocate the Resident's property (with or without the presence and consent of the Resident at the time), without further notice and without liability to The Management for any damage to or loss of the Resident's property.
- Residents affected by the relocations will be relocated to a room of similar type/Rental rate. In the event the Resident is relocated to a room of lower Rental rate, the charges of rent shall be adjusted accordingly. In the event the relocation is carried out between different Residences, The Management shall bear the relocation cost.

TT 2.2.3 Room Entry

All Residents are entitled to a reasonable right to privacy within their respective rooms. The Management reserves the right to enter any unit/room (with or without the Resident's presence and/or consent) by providing reasonable prior notice for the following:

a) To provide repair and maintenance services detailed in **TT 2.2.4**;
b) To provide housekeeping services as detailed in **TT 2.2.4**; and/or
c) To provide planned maintenance and conduct routine inspections.

In the event of emergencies or Force Majeure, The Management shall have the right to enter the room/unit without any prior notice. The following are examples of such situations:

a) To ensure the safety and security of the Resident and/or when there is reasonable cause to believe an emergency situation has arisen;
b) When there is a reasonable cause to believe that the terms of this Tenancy Terms & Community Living Standards detailed in and/or the law is being violated;
c) In any other events not covered under this Tenancy Terms & Community Living Standards but require entrance.

TT 2.2.4 Residence Facilities, Maintenance & Services

- **Maintenance -** The Management will inspect, maintain, repair and replace elements of the Residences in order to keep the Residences in good condition and state of repair, complying with health, safety and fire standards required by the law. This includes but not limited to inspecting and testing fire safety equipment, major appliances, electrical, bathroom fixtures and plumbing.

  To maintain and keep the main structure of the Residences including the roof, main walls, floors, ceiling and plumbing system in good and tenantable condition throughout the tenancy period except those damage caused by or resulting from any act, default or negligence of the Resident or his/her visitor(s)/guest(s)/invitee(s).
- **Housekeeping Service –** Cleaning of the unit's common areas will be carried out by our cleaning crew twice a week. Kindly be informed that the cleaners will not be entering your rooms and no rooms cleaning service is provided.
- **Laundry –** Fully self-service laundry is available 24 hours across all Residences.
- **For Residence Keys/Card on Loan –** In the event the Resident has locked himself/herself out of the room, The Management can assist to provide card/key loan services. Free of charge for the first 2 times. A Service Fee of RM10.00 will be charged to Residents who would like to borrow a spare card/key from the Residence Management Office from third time onward. Please refer to **TT 2.2.6.**

- **Provided Appliances -** The following appliances (as shown in **Table 6**) are provided in the respective Residences:
  Table 6:

Type of Appliances	Sun-U Apartment	Sun-U Residence	Waterfront Residence Block A	Waterfront Residence Block C	Waterfront Residence Block D
Microwave Oven	√	√	√	√	√
Refrigerator	√ (Unit Common Area)	√ (Unit Common Area)	√ (Mini-bar available in all room types)	√ (Available in all room types)	√ (Available in all room types except Studio Room where mini-bar is available)
TV	√ (Unit Common Area)	√ (Unit Common Area)	√ (For Single Rooms only)	√ (Available in all room types)	√ (Available in all room types except Twin Sharing)
Water Dispenser	√	√	√	√	√
Induction Cooker & Cooker Hood	×	×	×	√ (Unit Common Area in cooking units)	√ (Available in cooking units and Studio Room)

- **24/7 Medical Assistance -** In case the Resident has fallen sick or is injured, the Resident can contact The Management for assistance. If it is an emergency, The Management will provide transport or call an ambulance on the Resident's behalf to send the Resident to the closest medical center for treatment. The Resident is required to prepare cash, all forms of identification, insurance (*if any)* and/or any other relevant documentation for any medical treatment.
- **Emergencies -** In the event of an emergency during office hours, do drop by the Residence Management Office for assistance.
  In case of an emergency after office hours, please contact:
  (i) Staff-On-Duty at the respective Residence or
  (ii) Resident Mentor (WFR only) and
  (iii) the Security Guards at the Guard House/Security Control Room.

TT 2.2.5 Additional Residence Services

- Guest Rooms - Guest Rooms are available at Waterfront Residence to Residents for visiting friends and family. The Application Form is available at the Residence Management Office and at the Residence Website (https://residence.sunwayhouse.com.my/). All applications are to be submitted at least fourteen (14) days in advance at the Residence Management Office or via email to enquiry_residence@sunway.edu.my.
- Parking - Residents have the option of applying for car park bays at their respective Residences, subject to availability (terms and conditions apply). Parking fees are to be paid on a quarterly basis and Residents are advised to check with their respective Residence on the monthly parking fees.
  Residents must park their vehicles in their designated spaces, as allotted by The Management. The Resident shall affix to each vehicle's windshield, an official car sticker issued by The Management for identification purposes. Vehicles found not displaying the car sticker or at a non-designated space will be clamped and RM50 will be charged to unclamp the vehicle. A Parking Card will also be issued with the Parking Sticker, both of which must be returned at the end of your tenancy.
  Vehicles parked in unauthorized areas without prior consent may be charged with trespassing and may be removed at the Resident's expense without notice and without any liability to The Management for damages of any kind. Bicycles and motorcycles must be stored or kept only in locations designated by The Management. The Management cannot be held responsible for damage or loss to any vehicles or any contents within the vehicles.

TT 2.2.6 Service/Penalty Charges List

- Any damage/loss (partial or full) of Residence's property must be reported immediately to The Management. The cost of making good/replacement of any item vandalised/damaged will be charged according to the Resident's responsibility.
- Service/Penalty Charges List are shown in **Table 7**

Table 7:

No	Penalty	Fine (RM)
1	Key(s)/Card on Loan (first and second offence is waived)	10.00
2	Lost Key + Lockset Replacement (SUA & SUR)	170.00
3	Lost Card + Card Replacement (WFR)	50.00
5	Vandalism/Damage of One Card System Panel (WFR)	600.00
6	Vandalism of Electronic Door Lock (WFR)	500.00
7	Loss or Damage of Residences Facilities (Please refer to the Residence Management Office)	As per replacement cost
8	Room Painting (Wall) (Please refer to the Residence Management Office)	As per wall painting cost
9	Misuse of fire extinguisher, fire alarm, and/or emergency systems	Forfeiture of Rental Deposits
10	Other offences not listed in the above	On a case-by-case basis

**Charges for card replacement is non-refundable.*

**Revision of the list above is at the sole discretion of The Management.*

**The lists above are not exhaustive; The Management reserves the right to amend the lists above as and when it deems necessary without having to state any reason(s) whatsoever.*

TT 2.2.7 Official Line of Communication

- E-mail is deemed as the official line of communication between Residents and The Management. As such, all e-mail correspondence between Residents and The Management must be through a valid, active email as provided in the Residence Application Form.
- Residents are expected to check their e-mail on a regular basis for any official notices from The Management.
- Residents are required to immediately update The Management upon any change(s) to their personal and/or parents'/guardians' details. The Management will not be held responsible for any miscommunication due to any failure by the Resident to update any changes of their personal and/or parents'/guardians' details including but not limited to the email address.
- Official notices can be served electronically (via e-mail) and are deemed final.

TT 2.2.8 Primary and Secondary Contacts

Every Resident is required to identify two persons as their Primary and Secondary contacts. It is strongly recommended that these people are parents or legal guardians of the Resident, as they serve as emergency contacts. In most circumstances, Residents will be treated without reference to their parents, guardians, or the Primary and/or Secondary Contacts. However, The Management may contact the Primary and/or Secondary Contacts at any time and for any purpose, including but not limited to:

(i) Any illness, accident or injury to the Resident,
(ii) Concern of their wellbeing,
(iii) Late payment of fees, and
(iv) Significant violations of the Tenancy Terms & Community Living Standards.

TT 2.2.9 Force Majeure

- Notwithstanding of the provision in this Tenancy Terms & Community Living Standards, if The Management is bona fide delayed, hindered in and/or prevented from the performance of any term, covenant or act required under the Tenancy Terms & Community Living Standards (including without limitation to the delivery of occupancy of the room) by reason of strikes, labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or any other reasons which is not the fault of the party delayed in performing work or doing acts required under the terms here, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform that term, covenant or act within the appropriate time period after the expiration of the period of the delay.
- 'Force Majeure Event' means any event or circumstances beyond the control of any party, including without limitation:

(a) flood, drought, earthquake, volcanic eruption, storm or other natural disaster;
(b) fire, explosion, buildings collapse or accident;
(c) epidemic or pandemic;
(d) civil commotion, hostilities (whether war is declared or not), sabotage, an act of terrorism, nuclear, chemical or biological contamination or sonic boom;
(e) any law or act of any government or public authority, including without limitation, the imposition of any sanction, embargo, restriction or similar action or any failure to grant a necessary license or consent or any lockdown or restriction on movement as a result of any epidemic or pandemic;
(f) compliance with any law, judgment, order or decree;
(g) any labour dispute, strike, industrial action;
(h) the interruption or failure of any utility services or network, and any systemic virus; or

(i) the failure of the transportation of any personnel, equipment, machinery or supplies and/or the shortage of any fuel, power or supplies.

- In the event that the Resident's performance of its obligation (other than the obligations to pay monies hereunder) is hindered, delayed or prevented by a Force Majeure Event, the Resident shall give a written notice to The Management within three (3) days upon the occurrence of the Force Majeure Event and shall act diligently to overcome, remove and/or mitigate the effects of the Force Majeure Event.
- If The Management's fulfilment of its obligations is hindered, delayed or prevented by a Force Majeure Event, The Management shall be entitled to suspend the performance of its obligations or terminate this tenancy by giving a seven (7) days' prior written notice in writing to the Resident and The Management shall be excluded from all liabilities howsoever and whatsoever. The monies paid by the Resident shall be forfeited as liquidated damages and the Resident shall vacate the room.
- If the Residence or any part thereof shall be destroyed by fire (except where such fire has been caused by the act, fault or negligence of the Resident) so as to be unfit for use, then the Monthly Rental hereby covenanted to be paid or fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Residence shall again be rendered fit for habitation and use. If the Residence or any part thereof is not rendered fit for occupation or use for a period more than two (2) months from the date of the event either party may terminate the tenancy by giving the other immediate written notice.

2.2.10 Renewal

- If a Resident intends to continue his/her stay beyond the expiry date of the tenancy, he/she is required to submit a new application form to The Management at least one (1) month before their tenancy expires. If you have a preferred room type, we strongly encourage you to apply as early as possible for a better chance to secure it.
- The Management may, at its option and absolute discretion (whose decision shall be final and binding) grant a tenancy of the Residence for such further term from the expiration of this Tenancy at a revised monthly rental to be mutually agreed upon by the parties and subject to all like covenants and provisions as are herein contained in this Agreement with the exception of the present provision for renewal.

2.3 STAGE 3 - WHEN YOU LEAVE US

TT 2.3.1 Termination

- Residents are required to submit a completed Residence Refund Request Form **at least one (1) calendar month** prior to their tenancy expiry date. The Rental Deposit is refundable if the applicant fulfills the duration of stay and submits Residence Refund Request Form to the Residence at least 1 month before the expiry date.
- Based on the check-out dates, the following Rental shall apply:
  (i) Check-out between 1st to 15th of the month - half month Rental
  (ii) Check-out between 16th to last day of the month - full month Rental
- If the Resident withdraws their application or enrolment at the University, they will be required to cancel or terminate their stay with the Residence as per the Tenancy Terms & Community Living Standards. Refund will be issued by the Finance Department as detailed in **TT 2.3.3**.
- Upon the termination of the tenancy, the Resident shall vacate the room, return Residence Access Card/keys latest by the proposed check-out date, and deliver to The Management vacant possession of the room together with all of the furnishings, fixtures and appliances of

the Residences, and furnishings and fixtures shall be in good condition, with reasonable wear and tear accepted.

- You are required to follow the Check-Out Process explained in **TT 2.3.2** of the Tenancy Terms & Community Living Standards and all additional directions as communicated by The Management to you during your check-out.

If the Residents wish to terminate the tenancy before the end of the term, all deposits and monthly rent paid will be completely forfeited by The Management. However, the Residents must still settle any outstanding charges such as electricity, access card fees, and other service charges.

TT 2.3.2 Check-Out Process

- Items to return upon check-out are shown in **Table 8**:

Table 8

Sun-U Apartment	Sun-U Residence	Waterfront Residence
• Room Keys • Parking sticker *(if applicable)*	• Room Keys • Temporary Card (If applicable) • Parking Card & Parking Sticker (If applicable)	• WFR Access Card • Parking Card & Parking Sticker (If applicable)

- **Check-Out Time -** Residents are encouraged to check-out during office hours. However, check-outs on weekends, public holidays and after office hours can still be carried out at the Security Control Room with prior notice.
- **Check-Out Day –** Please note that no temporary storage will be provided at the Residences. As such, Residents are required to remove all belongings and vacate the accommodation latest by 11.59pm, on the specified check-out date. The Management reserves the right to remove all belongings if this is not complied with and shall not be responsible for any loss or damage caused.
- **Removal of items -** A visual inspection of the room will take place once the Resident has check-out from the room. Upon check-out, all belongings of the Resident must be removed, and the room must be cleaned and restored to its original condition with acceptable wear and tear. In the event that defects are found, the restoration cost including but not limited to the repairing and/or cleaning fee will be deducted from the Resident's deposit. An email will be sent to the Resident to notify on the charges incurred. In the event the restoration cost exceeds the Resident's deposit, the Resident shall indemnify the Residence by way of reimbursement seven (7) days from the date of the notice. Any items left behind by the Resident will be immediately discarded; The Management shall not be liable to the Resident for any loss of property thereafter.

TT 2.3.3 Refunds

- Upon termination of the tenancy, as detailed in **TT 2.3.1**, the Resident will be entitled to a refund of the Rental Deposit within five (5) weeks of the Resident vacating the Residences provided:

  (i) All other monies due to Sunway Education Group (SEG) have been settled.

  (ii) Residence Keys and/or Card (card only applicable to WFR), parking card and parking sticker (whichever applicable) are returned to the Residence Management Office on the provided check-out date.

- Residents who check out from any of the Residences without clearing their outstanding payments, will have whatever is outstanding deducted from the Rental Deposit. This outstanding amount may include any penalty fees such as lost keys/cards, excess utilities, missing/damaged furniture/fittings/equipment, and/or outstanding Rentals.
- Residents would need to complete Section 2 of the Residence Refund Request Form for any refund request. The mode of collection of refund will be in the form of a cheque, online transfers or Telegraphic Transfer made payable to the Resident's name on request unless otherwise expressly specified.
- Refund of Rental Deposits prior to check-out is strictly prohibited.

2.4 UNFORESEEN TERMINATION AND CANCELLATION

TT 2.4.1 Termination by The Management

- A Resident's stay may be terminated by the Residence Management Team if:
  (a) The Resident fails to check-in to their assigned room on the proposed check-in date without any prior notice and valid reason;
  (b) The Resident fails to pay any sums due to Sunway Education Group (SEG) on the first day of the due date;
  (c) The Resident abandons their room as detailed in **TT 2.4.3**;
  (d) The Resident is no longer a bona fide student of the University;
  (e) The Resident decides not to accept the room they were assigned, or any alternate rooms offered to them during the course of their application; or
  (f) The Resident violates any of the terms of the Tenancy Terms & Community Living Standards, including violations of the Residence Community Living Standards. Please refer to Section 3.4.
  (g) In the event where a Resident fails to settle the quarterly rental payment by the 1st day of each quarter, The Management reserves the right to evict the resident.
- If necessary, the The Management may notify the Resident or Parents/Guardian/Next of Kin by phone or e-mail of the termination of the Resident's tenancy. If the Resident is unavailable to receive service of the eviction notice in person, then delivery of the notice to the Resident's room and email shall be deemed as a sufficient notification. The Resident will be served a 24-hour notice period to vacate the room.

TT 2.4.2 Termination or Cancellation by The Resident

- **Cancellation prior to check-in -** If the applicant wishes to cancel their application prior to their check-in, the applicant must notify The Management in writing via email. However, do note that the non-refundable Residence Application Fee of RM500.00 will be forfeited and is non-transferable to another party. Any other excess payment will be refunded to the applicant.
- **Termination after check-in** – Refer to **TT 2.3.1**

TT 2.4.3 Abandonment

- Failure to check-out on/after the Confirmed Check-Out Date will result in an elapsed check-out. The Management will attempt to contact Residents whose check-out date has elapsed to seek confirmation on the extension of stay. If the Resident does not confirm on the cancellation of termination, or does not respond within the stipulated period. The Management reserves the right to vacant the room. – Refer to **TT 2.3.1 (ii)**
- If a Resident vacates the room without informing The Management, the room will be deemed abandoned. The Management shall attempt to contact the Resident before repossessing the room.

In the event that The Management is not able to contact the Resident, or the Primary or Secondary Contacts, The Management may:

(i) Repossess the room without liability to The Management, and
(ii) Arrange for the occupancy of the room with another applicant.
(iii) Forfeit the Rental Deposit and any pre-payments of Rental.

TT 2.4.4 Failure to Vacate

If the Resident does not vacate the Residences on the specified check-out date or in the event of early termination of their tenancy:

(i) The Resident is liable for any financial loss sustained or incurred by the Residences, and
(ii) The Management may remove the property of the Resident from the room (with or without the presence of the Resident) without notice to the Resident and without liability to The Management for any damage to or loss of the Resident's property.

PART 3. COMMUNITY LIVING STANDARDS

3.1 THE OBJECTIVES

The Management aims to promote a safe, peaceful and conducive environment that supports the community of Residents in their academic success as well as their personal and social development. We aim to develop a community of individuals that are responsible and respectful towards one another.

The objectives of our Community Living Standards are as follows:

- To create a safe, secure and harmonious living environment.
- To create a responsible, supportive and respectful community.
- To promote a sense of mutual respect and understanding, cultural diversity and inclusiveness.
- To create a conducive learning environment for personal growth and development.
- To educate Residents about the effect that their choices, actions and behaviours may have on themselves and others around them, and thus providing Residents with an opportunity to learn from their behaviours.

The Community Living Standards outlines the behaviours expected as well as the behaviours prohibited within the Residence Community.

3.2 SCOPE & APPLICATION

The Community Living Standards apply to all Residents and their Visitors/Guests. These standards are applicable across all Residences, including all Residence buildings and the grounds of the Residences.

3.3 POLICY & OFFENCES

An offence is any unacceptable conduct, action or omission that violates the Tenancy Terms & Community Living Standards. Offences are described and classified based on three levels of increasing severity (Level 1 to Level 3).

CLS 1. Disruptive Behaviour	
Residents are expected to behave in a manner which is acceptable and conforms to Malaysian customs, local laws and regulations, consistent with the good reputation of their respective Universities, refraining from any behaviour which could endanger human life or health, or cause damage to property, disturb order and peace within the Residences, or curtail the rights and liberties of the other Residents while within the Residences.	
Level 1	a) Throwing, dropping, kicking or knocking objects from/at Residence buildings, windows, or stairwells, whether intentional or unintentional.
Level 2	b) Creating or permitting behaviour within the Residences which may be a nuisance or annoyance to other Residents, The Management and the surrounding community.
Level 3	c) Any behaviour deemed to be a physical assault which causes injury to oneself or others. d) Any behaviour or activities that contravene the laws of the land.

CLS 2. Violence and Aggression	
Violent or aggressive behaviour of any kind is not permitted in the Residences. This includes behaviour such as physical force that may potentially cause hurt or damage to someone/something, and/or behaviour that threatens another member of the Residence Community. Violence and aggression include, but is not limited to physical or verbal acts.	
Level 3	a) Any communication or behaviour that is perceived as offensive, abusive, unwanted, aggressive or threatening. b) Any behaviour that causes or has the potential/intent to cause physical or emotional harm. c) Any behaviour deemed to be a physical assault.

CLS 3. Prohibited Items	
The Management will take all necessary action including reporting and/or surrendering to the relevant authorities where Residents have been found in possession of any items including but not limited to any prohibited drugs under the Dangerous Drugs Act 1952, weapons or any items considered dangerous and/or illegal.	
Level 3	a) Possessing, using, making, selling or being under the influence of an illegal or un-prescribed substance in Residence. b) Possession or use of medication for purposes other than those for which they were prescribed. c) Possession of weapons or any items considered dangerous and/or illegal by the Malaysian laws..

CLS 4. Alcohol	
Consumption of alcoholic products is strictly prohibited within the Residences.	
Level 1	a) Possession of the alcoholic product either (with or without any) content within the Residences.
Level 2	b) Displaying the physical effects of intoxication on the Residence Community, for example vomiting, passing out, aggression or significantly disruptive behaviour, or needing medical assistance due to alcohol consumption.

CLS 5. Damages and Vandalism	
Vandalism involving functional/cosmetic damage to property belonging to the Residences is strictly prohibited. Any damage/loss (partial or full) of Residence property must be reported immediately to The Management. Residents are responsible for reporting information about damages and vandalism, and those allegedly responsible for causing the damage. A Resident may be held financially responsible for damage to any part of the Unit Common Areas if the Resident, or guest of the Resident is found to be directly or indirectly involved in said damage. All charges for damages to the Unit Common Areas that cannot be traced to those directly responsible will be split equally among the Residents of the same unit. The Resident and any other person sharing a room with the Resident are equally liable for any damages to and/or deficiency in the room and its furnishing, fixtures and equipment, other than damages and deficiencies noted in the Check-in Checklist which are yet to be repaired by The Management.	
Level 2	a) Marking any surface through action or neglect, that is not deemed normal wear and tear.
Level 3	b) Wilful damage, vandalism and graffiti or neglect that leads to serious damage to the Residence furniture & fixtures.

CLS 6. Harassment	
Every individual has the right to a safe and respectful environment that is free from attacks on their dignity/integrity. Harassment is an unwanted conduct on the grounds of race, gender, sexual orientation, religion etc. which has the purpose or effect of either violating the claimant's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.	
Level 2	a) Any conduct that could be deemed as bullying, including cyber bullying or bullying on social media be it via a group or an individual.
Level 3	b) Any statement, action or display that could be deemed as inappropriate or derogatory towards an individual or a group. c) Activities that involve the use of materials, including songs or chants, of a discriminatory of offensive nature, or which denigrate an individual or a group are prohibited and may expose those involved to legal action. This includes, but is not limited to any activities involving full or partial nudity, which may be both a criminal offence and a breach of harassment laws.

CLS 7. Smoking	
Smoking (of cigarettes, cigars, pipes and all other substitutes e.g. shisha, e-cigarettes, etc.) is not allowed in the Residences except in areas specifically designated.	
Level 1	a) Evidence of smoking found in the Unit/room/building (cigarette butt(s), cigarette (s), etc.)
Level 2	b) Caught smoking in the Residence.

CLS 8. Upkeep of the Residences

Residents are responsible for keeping their rooms and the Unit Common Areas in the Residences, such as the living area, pantry/kitchen and bathrooms clean and tidy at all times. Residents must cover their mattress with bed-sheets at all times. A replacement fee can be imposed for failure to comply or if the mattress is soiled/damaged.
Residents are expected to pay for the costs involved in cleaning, repairing or re-painting of their room if they are not maintained in the condition they were in at check-in, with acceptable wear and tear allowed. No nails, hooks, screws, posters and pictures are allowed on the walls, furniture and doors.

Residents are strictly not allowed to store their personal belongings in the balcony and/or Unit Common Area. Chairs or other furniture, and decorative items are strictly prohibited at the balcony. All items stored or found in the Unit Common Areas can and may be confiscated.
For items that are confiscated by The Management, Residents must approach The Management to declare ownership of the item(s) within the stipulated timeframe the item(s) is confiscated.

Clothes and garments must be put out to dry in the designated areas. Refer to the table below.

Type of Residence	Designated Areas
Sun-U Apartment	Balcony
Sun-U Residence	Yard
Waterfront Residence	Yard

The Management reserves the right to make spot checks on the Residence units and the bedrooms without having to give prior notice to the Residents. Residents whose standard of housekeeping is

not acceptable will be asked to rectify the situation. Should there be no improvement, the bedroom or unit concerned will be cleaned by the cleaning staff and the charges incurred will be billed to the Resident.	
Level 1	a) Littering and spitting in public areas of the Residences. b) Failure to keep common areas in a clean and sanitary condition after use. c) Improper disposal of refuse.
Level 2	d) Any of the above action that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 9. Noise

Noise levels at any time should not detract from any Resident's ability to pursue academic endeavours or to enjoy a peaceful living environment. An individual's right to reasonable quiet supersedes another's right to make noise. Residents are not permitted to make excessive noise (noise that can be heard outside the confines of a Resident's own room or unit which disturbs other Residents is deemed to be excessive) at all times. Noise levels should be reasonably reduced from 10pm-7am daily.

Musical instruments are allowed, but subject to approval by The Management. Please consult with The Management if you wish to bring in any musical instruments.

Level 1	a) Excessive noise within the Residences.
Level 2	b) Repetitive excessive noise that interferes with the academic work of Residents and/or significantly disturbs the Residence Community.

CLS 10. Shared Units/Twin-Share or Quad-Share Rooms

All Residents are requested to respect the rights of other Residents. Residents in a shared unit are expected to respect the rights, privileges and privacy of his/her unit mates/roommates and work with them cooperatively to keep the unit in a clean and tidy condition. Residents in a shared room should only utilise furniture and amenities solely assigned for his/her own use, and is liable to share the cost of the utility bills. It is encouraged that ground rules and weekly sync-up meetings are established to manage and prevent conflicts.

Level 1	a) Utilise furniture and amenities assigned to others without his/her permission b) Create noise that interferes with other Resident's work, study or sleep.
Level 2	c) Creating or permitting behaviour in the Residences which is a nuisance or annoyance to fellow roommates/housemates, which includes exhibiting lack of cultural sensitivity to fellow Residents in the room. d) Repetitive excessive noise that interferes with the academic work of Residents and/or significantly disturbs the Residence Community.

CLS 11. Residence Furniture and Fixtures

All air-conditioners, fans, lights and electrical appliances must be switched off when the Resident is not in the room/unit/respective common areas. All furniture, appliances and other fixtures are not allowed to be moved/re-allocated without the consent from The Management. The Management shall under no circumstances be liable for any loss, injury or expense incurred by the Residents resulting from the usage of any of the facilities provided.

Residents are required to register at the Residence Management Office in order to obtain permission to utilize some of the facilities of the Residences. Kindly refer to the table below:

Sun-U Apartment	Sun-U Residence	Waterfront Residence
• Badminton court	• BBQ Pit • Squash Court* • Badminton Court* • Multipurpose Court* • Swimming Pool**	• BBQ Pit • Games Room • Movie Room • Pool Table • Foosball Table

* *Register with Security*

***Register name on 'Record Book', which is located at the Security Office*

- Residents are not allowed to use facilities other than those provided for at the Residence that he/she resides in.
- Residents using all facilities must strictly abide to the rules set by The Management governing the use of such facilities. The Management will not be liable for any injuries or loss resulting from any transgression of these rules.

The Resident will be liable for any damage to property of others and for any injury to or death of any person caused by removal of said furnishings or equipment installed by the Residences.

Level 1	a) Failure of Residents to upkeep the cleanliness of the facilities after use. b) Failure of Residents to switch off all air-conditioners, fans, lights and electrical appliances after use. c) Failure of Residents to keep their personal equipment/utensil in kitchen lockers, cupboards and shelves in the communal kitchen. d) Removal of furniture, appliances or other fixtures from assigned units/rooms/ or common areas and placing them elsewhere. e) Marking any surface of furniture and fixtures in the assigned units/rooms or common areas through action or neglect, that is not deemed normal wear and tear.
Level 2	e) Installation of unauthorized furnishings, equipment or devices in the assigned units/rooms or common areas, which includes installation of additional locks on any door. f) Alteration, renovation or removal of Resident's room furniture or equipment. g) Wilful damage, vandalism, graffiti or neglect on the furniture and fixtures that leads to serious damage.

CLS 12. Safety & Security

Residence Access Card/Activated University Card: Residents and visitors are required to carry their Residence Access Card/activated University Card at all times in the compound of the Residences and when visiting other Residents in the Residence units. They must produce the Residence Access Card/activated University Card when requested by the Security or The Management.

Unit and Room Access: It is the responsibility of the Resident to lock all doors at all times for the protection of their property and that of their unit/roommates as well as for security reasons. Both the entrance and room door must always be closed and locked after entering or leaving the unit. Residents are solely responsible for the safety of their own valuables. The bedroom door, wardrobe and drawers of the study table must be secured whenever the Residents are not inside their rooms.

Level 1	a) Residents found not carrying their Residence Access Card/activated University Card b) Failure of Residents to produce the Residence Access Card/activated University Card when requested by Security or The Management.

	c) Failure of Residents to lock all doors, including the unit door, room door and pantry door (SUR only), when entering and exiting.
Level 2	d) Blocking hallways, stairwells, exits and access to fire exits, wheelchair ramps and property access points. e) Sitting on balcony rails. f) Residents found entering/accessing unauthorised areas in the Residences (e.g. roof areas not designed for Resident's use, maintenance/storage areas, etc.) under any circumstances. g) Residents found entering/accessing the room or unit of other Residents without their consent. h) Residents found lending/borrowing the keys/card to/from others. i) Residents found duplicating keys/cards
Level 3	j) Any of the above actions that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 13. Fire Hazards	
Domestic electrical appliances may be brought into and used within the Residences with the proviso that strict adherence is given to the following: i) Appliances and connecting leads must be in a serviceable and safe condition ii) Strictly no cables are running from room to room iii) Plugs must be wired correctly and incorporate fuses of correct rating iv) Only one piece of appliance should be used on each wall socket v) Total load on a wall socket must not exceed 13 amps vi) All electrical appliances must be approved/certified by Standard and Industrial Research Institute of Malaysia (SIRIM), 3-point plug, 220v-440v and purchased in Malaysia. **a) The following appliances are allowed across all Residences:** - Iron, hair dryer, toaster, rice cooker, study/table lamp, phone charger, personal computer, alarm clock, stand fan, waffle-maker, sandwich-maker, multi-purpose pressure cooker, multi-cooker. **b) Prohibited items for all Residences where such items are not provided for include:** - Hot plate, home theatre system, TV, washing machine, refrigerator/mini bar, water dispenser, induction cooker, exercise machines, portable air cooler, air fryer, microwave oven.	
Level 1	a) Failure to adhere to Items i) to vi) (listed above).
Level 2	b) Cooking in the Residence units are not allowed except at the designated cooking units. Any cooking apparatus found in the Residence units will be confiscated except those permitted by The Management. c) Acts which may constitute a fire hazard such as the burning of joss-sticks, incense, candles, mosquito coils, fireworks, fire-crackers, sparklers, etc. or any highly flammable material in the Residences for whatever purpose, be it social or religious. d) Leaving food unattended while cooking at the kitchen. e) Overloading or tampering with electrical systems. f) Usage of prohibited appliances (listed above). g) Failure to adhere to Items iii), iv) and v) (listed above).
Level 3	h) Possession or use of explosive or flammable materials (e.g., firecrackers, fireworks and barbecue propane tanks). i) Discharging, tampering with, covering or operating any fire prevention or detection equipment for any purpose other than the control of a fire.

	j) Actions or neglect that leads to a fire, and/or the activation of the building fire alarm system. a) Acts which could void or increase the premium on the property's fire insurance. If the premium increases due to your actions, you must repay The Management for the additional cost. will not be held liable for any eventualities arising from such removal.

CLS 14. Pets	
Level 2	b) Pets are not allowed in the Residences. Pets found are required to be removed from the Residence by the Resident in a given timeframe, failing which the pet shall then be removed by The Management in any manner deemed fair. The Management will not be held liable for any eventualities arising from such removal.

CLS 15. Visitors/Guests (Residents)	
Residents are required to take full responsibility for the conduct of Visitors/Guests, accompany them at all times within the Unit Common Areas and ensure that Visitors/Guests are aware of, and abide by, the Tenancy Terms & Community Living Standards. Invitation and hosting other fellow Residents of the same gender in your unit is allowed within the visiting hours (9.00am - 10.00pm). However, it is only limited to Unit Common Areas such as the living area, pantry/kitchen and bathrooms. Fellow Residents are strictly not allowed in your room. This is to prevent any loss of personal properties or untoward incidents. The Management shall not, under any circumstances, be responsible for any damage, loss or theft of any property, money and other items belonging to the Residents and/or the Visitors/Guests and any personal injuries suffered.	
Level 2	a) Hosting and visiting other fellow Residents of different gender in the unit b) Hosting and visiting other fellow Residents in the room. c) Hosting and visiting other fellow Residents in the unit outside the visiting hours d)
Level 3	e) Any of the above actions that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 16. External Visitors/Guests
Residents are required to take full responsibility for the conduct of External Visitors/Guests, accompany them at all times within the Residence Common Areas and ensure that External Visitors/Guests are aware of, and abide by the Tenancy Terms & Community Living Standards. External Visitors/Guests are allowed to visit Residents daily from 9am-10pm, however it is only limited to the Residence Common Areas. All External Visitors/Guests must register at the Guard House and provide all details (name, passport/identity card number, contact number, address) and identification document (identity card, passport, or valid driving license) as requested by Security before entering the Residences and must leave the Residences latest by 10pm. External Visitors/Guests must remain in the company of the Residents at all times until he/she is signed out. External Visitors/Guests are strictly not allowed to use the gym and swimming pool.

External Visitors/Guests are strictly not allowed in the Resident's unit, with the exception to parents and family members/guardians of the Residents during check-in and check-out only. Subsequent visitation to the unit will need prior consent of The Management. The Management shall not, under any circumstances, be responsible for any damage, loss or theft of any property, money and other items belonging to the Residents and/or the External Visitors/Guests and any personal injuries suffered. Security reserves the right to refuse entry to any external Visitor/Guest.	
Level 2	a) Failure to register at Guard House or Guard Post b) Failure of Resident to remain in the company of the visitor/guest at all times in Residence until he/she is signed out. c) External Visitors/Guests found using the gym and swimming pool. d) External Visitors/Guests found using common facilities without the company of Residents. e) External Visitors/Guests found in the Resident's unit/room. f) External Visitors/Guests found in the Residence after 10pm and/or staying overnight.
Level 3	g) Any of the above actions that constitutes a repetitive action that leads to annoyance/inconvenience to others.

CLS 17. Theft	
Theft refers to the act of stealing, the criminal taking and removing of personal property with intent to deprive the rightful owner of it, and an unlawful taking of property of others. The Management shall not, under any circumstances, be responsible for any theft of any property, money and other items belonging to the Residents and/or non-Residents.	
Level 3	a) Theft or possession of stolen items/property.

CLS 18. Respect and Cooperation	
Residents have the responsibility to report violation(s) of the Tenancy Terms & Community Living Standards, and taking all reasonable measures to ensure the security and safety of the Residence Community. Residents are expected to give full cooperation in an investigation for an incident by providing a report and statement.	
Level 1	a) Failure to respond to written or verbal direction of The Management. b) Demonstrated a lack of respect, civility, courtesy or cooperation with a member of the Residence Community, including Residents, Visitors/Guests and The Management. c) Demonstrated a lack of cultural sensitivity within the Residence Community.
Level 2	d) Providing false identification when asked by The Management. e) Providing a false report of an incident or impeding an investigation.

**The lists above are not exhaustive; The Management reserves the right to amend the lists above as and when it deems necessary without having to attach any reason(s) whatsoever.*

3.4 CONSEQUENCES

Consequences for behaviour that violates the Community Living Standards are summarised as below accordingly to each level of offence:

LEVEL 1	a) Verbal Warning – a verbal caution that continuation or repetition of the offending behaviour will constitute more serious sanctions in the future. b) Community Service – tasks or roles assigned as sanctions, which contribute positively to the reputation, welfare or condition of the Residences or surrounding community. c) Educational – tasks assigned as a sanction designed to promote learning and development. d) Loss of Privileges as provided in Part 1. e) A **PENALTY** (fines and charges) can be imposed for failure to comply. f) Any other penalty considered necessary and appropriate.
LEVEL 2	a) All Level 1 consequences. b) Written Warning – a written caution that continuation or repetition of the offending behaviour will constitute more serious sanctions in the future. c) Confiscation – removal of items from the possession of Residents that violate the Tenancy Terms & Community Living Standards.
LEVEL 3	a) All Level 1 and 2 consequences. b) Denial of Re-admission to Residences – a sanction given to a Resident who will not be permitted to live in the Residences in the future. c) Eviction – termination of the Resident's tenancy with the Residence. An additional **PENALTY** equivalent to forfeiture of all rentals and deposit paid. An Eviction Letter will be issued and a copy of the Eviction Letter will be sent to the Primary and/or Secondary Contacts. The University will also be notified.

3.5 PRIMARY AND SECONDARY CONTACTS

Every Resident is required to identify two people as their Primary and Secondary Contacts. As stated in TT 2.2.8, it is strongly recommended that these people are parents or legal guardians of the Resident, as they serve as emergency contacts. They may be contacted if any other significant concerns or problems arise with the Resident, such as significant violations of the Tenancy Terms & Community Living Standards or concern for their well-being.

3.6 PROCESS OF DEALING WITH BREACH OF THE COMMUNITY LIVING STANDARDS

The Management reserves the right to deal with any breach of the Community Living Standards on a case by case basis. Notwithstanding this, when there is evidence of any breach of the Community Living Standards, The Management reserves the right (but is not obliged to) proceed along the following guidelines:

3.6.1 Reporting of possible breach of the Community Living Standards

i. Residence/ University Staff, Resident(s) and Visitor/Guest(s) has the right to report any possible behaviours, actions and negligence believed to be against/breach the Community Living Standards to The Management.

ii. The Management, as soon as practicable will proceed with an initial investigation process.

3.6.2 Inquiry and Investigation process

i. The Management may collect evidence by conducting interview(s) with other members of the Management, Security and any other witnesses, examining CCTV footage and carrying out any other reasonable investigations to

determine what has happened. If there is sufficient ground/evidence to warrant further investigation, The Management will proceed with the investigation process.

ii. The investigation process will normally require The Management to interview the Resident(s) involved in the offence. This is the opportunity for Residents to be heard and explain their behaviour. However, if the Resident(s) fail to attend the interview session, The Management may choose to proceed and decide based upon all available evidence.

iii. The Resident(s) involved in the offence may respond in writing if they wish not to attend the interview session and The Management will proceed with a decision based upon available evidence.

3.6.3 Penalty(s) by The Management

i. The Management will review all evidence and determine whether there was a breach, and if yes, the level of penalties imposed.

ii. The Management will issue a Decision Letter to the Resident(s) involved, confirming the exact nature for which the sanction is being imposed.

3.7 APPEAL PROCESS

The following general principles apply to all appeals:

- Any Resident found in violation of the Community Living Standards is entitled to submit an appeal.
- A Resident has **5 working days** to appeal from the date a Decision Letter is issued. The Management will endeavour to respond to appeal requests within **5 working days** of receiving them.
- During an appeal, all sanctions remain valid until they are reversed or modified by the Appeal Committee.
- All decisions made by the Appeal Committee are final and are not subject to further appeals.

A summary of the appeal process is described as follows:

a) If the Resident has grounds for an appeal, the Resident may send in an appeal in writing to the Director of Student Community (or Designate), within **5 working days** upon receiving the Decision Letter to The Management. The Resident requesting the appeal must demonstrate that they have sufficient grounds to appeal on the penalty imposed.

b) Once an appeal is received, the Director of Student Community (or Designate) will review the grounds for the appeal and decide whether to allow the appeal to reviewed by the Appeal Committee. The Resident(s) will be contacted within **5 working days** to notify the outcome/status after receiving the appeal.

c) If the application for the appeal to be reviewed is granted, the Director of Student Community (or Designate) will set-up a relevant member of The Management and Respective University Head(s) to be part of the Appeal Committee to review the case. The Resident(s) involved and witnesses might be called to meet the Appeal Committee as part of the review process.

d) The Appeal Committee will then review all evidence and may decide to:
   i. uphold the findings and/or sanctions;
   ii. reverse the findings; or
   iii. reverse or modify the sanctions.

e) Once a decision has been made, the Director of Student Community (or Designate) will notify the Resident.

f) The decision of the Appeal Committee is final, conclusive and binding.

PART 4. DEFINITIONS

For the purposes of this document please see the definitions below:

- "Residences" refers to the Waterfront Residence, Sun-U Residence and Sun-U Apartment. Residence provides on-campus accommodation for students studying at Sunway University, Sunway College, Sunway Le Cordon Bleu, Monash University Malaysia or other higher education institutions recognized by the Ministry of Higher Education.

- "Applicant" refers to a person who makes a formal Residence application, or a person who has obtained approval to check-in to the Residence. Upon check-in, the Applicant will henceforth be referred to as a "Resident".

- "University" refers to Sunway University, Sunway College, Sunway Le Cordon Bleu, Monash University Malaysia or other higher education institutions recognized by the Ministry of Higher Education.

- The Sunway House Student Residences Management ("The Management") is the official appointed management of Sun-U Apartment, Sun-U Residence and Waterfront Residence Block A and Waterfront Residence Block C & D. "The Management'' refers to Sunway House Student Residences' team, the organization, or group of individuals who manage and coordinate the operational functions associated with the Residences. The team comprises of the Directors, Residence Managers and staff.

- "Residence Common Areas" refers to those areas outside the unit that are available for common use by all Residents and non-Residents.

- "Unit Common Areas" refers to those areas that are available within the unit for common use by all Residents of said unit.

- "Visitors/Guests" refers to Residents who visits or have been invited by Residents into the Residences.

- "External Visitors/Guests" refers to non-Residents who visits or have been invited by Residents into the Residences.

- "Appeal Committee" refers to a group of individuals assigned by The Management to look into the Appeal Process.

- "University Heads" refers to the individuals or the officials designated or hired by the respective Universities.

- "PDPA" refers to Malaysian Personal Data Protection Act 2010.

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