



Proposed model by-laws for Short-Term Rental Accommodation in stratified properties under the Strata Management Act 2013

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PROPOSED PROVISION

EXPLANATORY NOTES

PART I: PRELIMINARY

Preamble

[In exercise of the powers conferred by Section 32(2) of the Strata Management Act 2013 [Act 757], the developer, with the approval of the Commissioner, makes these additional By-Laws in relation to Short-Term Rental Accommodation.]*

OR

[In exercise of the powers conferred by Section 32(3) of the Strata Management Act 2013 [Act 757], the Joint Management Body, by special resolution, makes these additional By-Laws in relation to Short-Term Rental Accommodation.]**

OR

[In exercise of the powers conferred by Section 70(2) of the Strata Management Act 2013 [Act 757], the Management Corporation, by special resolution, makes these additional By-Laws in relation to Short-Term Rental Accommodation.]***

The preamble provides the source of power for the developer, Joint Management Body or Management Corporation to make these By-Laws under the Strata Management Act 2013 [Act 757].

Select the appropriate option based on the following:

* Applicable during the management by the developer.

** Applicable during the management by the Joint Management Body.

*** Applicable during the management by the Management Corporation.

PROPOSED PROVISION

EXPLANATORY NOTES

Section 1. Interpretation

In these By-Laws, unless the context otherwise requires:

“**Commissioner**” has the same meaning conferred to it in Section 2 of the Strata Management Act 2013 [Act 757];

“**Common Property**” has the same meaning conferred to it in Section 2 of the Strata Management Act 2013 [Act 757] and where the context permits, includes limited common property;

“**Condominium**” means [name of condominium];

“**Guest**” means a person who books and/or stays in a Property in which Short-Term Rental Accommodation is offered, provided and/or operated for consideration in kind or a fee;

“**Host**” means a Proprietor, Parcel Owner, lessee, tenant or occupier of a Property who offers, provides and/or operates for consideration in kind or a fee Short-Term Rental Accommodation in the abovementioned Property;

“**Joint Management Body**” shall have the same meaning conferred to it in Section 2 of the Strata Management Act 2013 [Act 757];

The section provides the definitions and interpretation of various terms under these By-Laws. Where the same terms are used in the Strata Management Act 2013 [Act 757], the definitions and interpretations under the Strata Management Act 2013 [Act 757] are used for the purposes of these By-Laws.

PROPOSED PROVISION

EXPLANATORY NOTES

“**Management Corporation**” shall have the same meaning conferred to it in Section 2 of the Strata Management Act 2013 [Act 757] and where the context permits, includes a subsidiary Management Corporation;

“**Parcel Owner**” shall have the same meaning conferred to it in Section 2 of the Strata Management Act 2013 [Act 757].

“**Proprietor**” shall have the same meaning conferred to it in Section 2 of the Strata Management Act 2013 [Act 757];

“**Property**” means a unit or any part thereof located in the Condominium and in which Short-Term Rental Accommodation is offered, provided and/or operated for consideration in kind or fee excluding premises subjected to the Residential Tenancy Act or Guidelines for Malaysian Homestay Programme;

“**Tribunal**” means the Strata Management Tribunal established under Part IX of the Strata Management Act 2013 [Act 757]; and

“**Short-Term Rental Accommodation**” or “**STRA**” means accommodation or temporary occupancy by way of rent with a maximum duration of 180 days in a 12-month period or such other period as may be prescribed by applicable laws, rules, regulations, guidelines, or orders (if any).

PROPOSED PROVISION

EXPLANATORY NOTES

Section 2. Applicability

- (1)** These By-Laws shall bind the developer, Joint Management Body or Management Corporation (as the case may be), the Proprietors, the Parcel Owners, and any chargee, lessee, tenant or occupier of a parcel to the same extent as if these By-Laws have been signed or sealed by each person or body mentioned above and contain mutual covenants to observe, comply and perform all the provisions of these By-Laws.
- (2)** These By-Laws shall apply to any development area:
- (a)** during the management by the developer before the Joint Management Body is established, under Chapter 2 of Part IV of the Strata Management Act 2013 [Act 757];
- (b)** during the management by the Joint Management Body, under Chapter 3 of Part IV of the Strata Management Act 2013 [Act 757];
- (c)** during the management by the developer before the first annual general meeting of the Management Corporation under Chapter 2 of Part V of the Strata Management Act 2013 [Act 757];
- (d)** during the management by the Management Corporation after the first annual general meeting of the Management Corporation under Chapter 3 of Part V of the Strata Management Act 2013 [Act 757]; and
- (e)** during the management by the subsidiary Management Corporation after it has been established in respect of the limited common property under Chapter 4 of Part V of the Strata Management Act 2013 [Act 757].

This section restates Section 32(4), Section 70(3) and Section 71(3) of the Strata Management Act 2013 [Act 757], which set out the persons who are bound by these By-Laws.

PROPOSED PROVISION

EXPLANATORY NOTES

Section 3. Objective

(1) These By-Laws aim to achieve the following objectives:

(a) To facilitate the operation and management of Short-Term Rental Accommodation in the Condominium; and

(b) To set out the rights and obligations of Hosts, Guests, and the developer, Joint Management Body or Management Corporation, as the case may be, with respect to the operation and management of Short-Term Rental Accommodation in the Condominium.

PART II: PRIOR NOTIFICATION

Section 4. Prior Notification to the developer, Joint Management Body or Management Corporation

(1) A Host shall, no later than seven (7) days prior to commencing operation of a Short-Term Rental Accommodation in a Property, provide the developer, Joint Management Body or Management Corporation (as the case may be) with a notification in Form 1 of these By-Laws (for the purposes of this Section 4, a “**Notification**”).

(2) Each Notification shall be valid for one calendar year from the date on which the Notification is made.

(3) A Host may commence operation of a Short-Term Rental Accommodation only after provision of the Notification in accordance with this Section 4.

This section provides that Hosts are required to notify the developer, Joint Management Body or Management Corporation (as the case may be) prior to operating a Short-Term Rental Accommodation in the Condominium. This is to give developers, Joint Management Bodies or Management Corporations (as the case may be) better visibility of the units which are operated as Short-Term Rental Accommodation, and therefore allow developers, Joint Management Bodies or Management Corporations to better manage Short-Term Rental Accommodation in the Condominium.

PROPOSED PROVISION

EXPLANATORY NOTES

PART III: HOST RESPONSIBILITIES

Section 5. Compliance with laws, rules, regulations, guidelines and by-laws

- (1)** A Host shall comply with all applicable laws, rules, regulations, guidelines and by-laws that apply to the operation of Short-Term Rental Accommodation in the Condominium.
- (2)** A Host shall not engage in any conduct that contravenes any applicable laws, rules, regulations, guidelines or by-laws in the operation of Short-Term Rental Accommodation in the Condominium.

Section 6. Health and safety

- (1)** A Host shall ensure that the Property complies with all national and local requirements on health and safety and is fit to be used for Short-Term Rental Accommodation.
- (2)** Without prejudice to subsection (1), a Host shall:
- (a)** provide Guests with a clearly marked fire escape route and display fire escape map at a visible location in the Property;
 - (b)** ensure that Guests comply with the maximum occupancy limit as prescribed by applicable laws or regulations;

This section sets out a Host's responsibility to ensure compliance with all applicable health and safety requirements and specific requirements to ensure the health and safety of the Guests and other residents of the Condominium. This list is non-exhaustive and Hosts should familiarise themselves with any additional health and safety requirements that may apply to them under applicable laws and regulations.

| PROPOSED PROVISION | EXPLANATORY NOTES |
|--|---|
| <p>(c) provide a safety and first aid kit in the Property; and</p> <p>(d) prepare sufficient waste / rubbish bins in the Property for waste disposal and ensure that any waste from the Property is disposed of regularly at the designated waste bins in the Condominium.</p> | |
| <p>Section 7. Parking</p> | |
| <p>(1) Prior to allowing a Guest entry to the Condominium, a Host shall inform the Guest of the Condominium’s rules and policies relating to parking, including in relation to any designated lot(s) for Guest's usage and security access.</p> <p>(2) The developer, Joint Management Body or Management Corporation (as the case may be) may require a Host to provide the vehicle registration number(s) of the Guest and dates on which a Guest will be staying at the Property.</p> <p>(3) If a Guest does not comply with the Condominium’s rules and policies relating to parking, the developer, Joint Management Body or Management Corporation (as the case may be) may tow or wheel-clamp the Guest’s vehicle without prior notice, and in such case:</p> <p>(a) The developer, Joint Management Body or Management Corporation (as the case may be) may impose on the vehicle owner a fine not exceeding RM200 for towing and/or holding charges of the towed vehicle or removal of the wheel clamp; and</p> | <p>Under Sections 9(2)(h), 21(2)(h) and 59(2)(j) of the Strata Management Act 2013 [Act 757], developers, Joint Management Bodies and Management Corporations (as the case may be) are entitled to do all things reasonably necessary for proper maintenance and management of the buildings or lands intended for subdivision and for performance of their duties under the Strata Management Act 2013 [Act 757]. Part 5 of the Third Schedule of the Strata Management (Maintenance and Management) Regulations 2015 further provides that the Management Corporation has the power to tow / wheel-clamp vehicles and impose towing and/or holding charges.</p> |

| PROPOSED PROVISION | EXPLANATORY NOTES |
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| <p>(b) The developer, Joint Management Body or Management Corporation (as the case may be) shall not be liable for any damage or loss caused to such vehicle by the towing or wheel-clamping of the vehicle.</p> | |
| <p>Section 8. Notify Guest of Guest Responsibilities</p> | |
| <p>A Host shall notify Guests of their responsibilities under Part IV of these By-Laws.</p> | <p>As these By-Laws are non-binding on Guests, this section sets out the responsibility of the Host to ensure that the Guests will be notified of the Guest Responsibilities Under Part IV of these By-Laws so that Guests are able to adhere to the Guest Responsibilities.</p> |
| <p>PART IV: GUEST RESPONSIBILITIES</p> | |
| <p>Section 9. Compliance with laws, rules, regulations, guidelines and by-laws</p> | |
| <p>(1) A Guest shall comply with all applicable laws, rules, regulations, guidelines and by-laws during their stay at the Property and the Condominium.</p> <p>(2) A Guest shall not engage in any conduct that contravenes any applicable laws, rules, regulations, guidelines or by-laws during their stay at the Property and the Condominium.</p> | |

PROPOSED PROVISION

EXPLANATORY NOTES

Section 10. Guest Code of Conduct

A Guest shall:

- (a)** avoid causing nuisance that is likely to harm, offend, or unreasonably disrupt or interfere with the peace and comfort of other residents of the Condominium;
- (b)** avoid acting in a violent or threatening manner towards other residents of the Condominium;
- (c)** avoid intentionally, recklessly or negligently causing damage to any Common Property, any facilities or property within the Common Property, and any other communal or public amenities in and around the Condominium, and ;
- (d)** dispose waste in accordance with the Condominium's rules and policies in relation to waste disposal and at the designated waste disposal area;
- (e)** practice common courtesies and respect local sensitivities when dealing with other residents of the Condominium; and
- (f)** permit the Host and/or the developer, Joint Management Body, Management Corporation (as the case may be), to enter the Property for the purposes of investigating leakages or other building defects and executing any work or doing any act reasonably necessary for or in connection with the performance of the developer's, Joint Management Body's or Management Corporation's duties under any applicable laws, rules, regulations or by-laws.

Examples of conduct which may contravene sub-section **(a)**:

- (a)** Making loud noises (e.g., playing music or playing musical instruments loudly) between 11 pm and 6 am (or such other time as may be stipulated by the developer, Joint Management Body or Management Corporation (as the case may be));
- (b)** Using any substance or material which may give rise to smoke or fumes or obnoxious smells.

Examples of conduct which may contravene sub-section **(b)**:

- (a)** Physically or verbally assaulting other residents; and
- (b)** Threatening violence towards other residents.

Examples of conduct which may contravene sub-section **(c)**:

- (a)** Throwing, breaking or smashing items in the Common Property area, e.g., flower plots, mirrors, hoses etc.;
- (b)** Graffitiing the Common Property including walls of the Condominium; and
- (c)** Trampling on flower beds and gardens in and within the Condominium.

Examples of conduct which may contravene sub-section **(e)**:

- (a)** Disrespecting any religious or cultural practices that other residents may be engaged in in the Condominium; and
- (b)** Throwing rubbish / littering on the Common Property

PROPOSED PROVISION

EXPLANATORY NOTES

PART V: COMPLAINTS AND PENALTIES

Section 11. Complaints of alleged violation of, breach of or non-compliance with these By-Laws

(1) If a Proprietor, Parcel Owner, lessee, tenant or occupier of any unit or parcel of the Condominium considers that a Host or Guest has violated, breached or not complied with these By-Laws, the Proprietor, Parcel Owner, lessee, tenant or occupier may lodge a complaint in Form 2 of these By-Laws (for the purposes of this Part V, a “**Complaint**”) to the developer, Joint Management Body or Management Corporation (as the case may be).

(2) Upon receiving a Complaint from a Proprietor, Parcel Owner, lessee, tenant or occupier of any unit or parcel in the Condominium, the developer, Joint Management Body or Management Corporation (as the case may be) shall, within 15 working days, give written notice of the Complaint to the Host that has allegedly breached, violated or not complied with these By-Laws or the Host of the Guest that has allegedly breached, violated or not complied with these By-Laws, (for the purposes of this Part V, the “Relevant Host”). Such notice shall include the following:

- (a)** A copy of the Complaint;
- (b)** The actions that may be taken, including penalties that may be imposed, by the developer, Joint Management Body or Management Corporation (as the case may be) under Section 13 of these By-Laws;

(This section outlines the complaints procedure if a Proprietor, Parcel Owner, or resident of the Condominium considers that a Host or Guest has violated, breached or not complied with these By-Laws (for example, if a Guest causes a nuisance in violation Section 10(a) of these By-Laws).

It also outlines the steps that the developer, Joint Management Corporation or Management Corporation (as the case may be) can take if it considers that a Host or Guest has violated, breached or not complied with these By-Laws.

Where a Guest has violated, breached or not complied with these By-Laws, the Host of such Guest will be responsible for such violation, breach or non-compliance.

PROPOSED PROVISION

EXPLANATORY NOTES

(c) Details (including expected timelines) of the process that will be undertaken by the developer, Joint Management Body or Management Corporation (as the case may be) to investigate the Complaint; and

(d) Details of the appeal process available (if any).

(3) If the developer, Joint Management Body or Management Corporation (as the case may be) considers that a Host or Guest has violated, breached or not complied with these By-Laws, and no Complaint has been submitted to the developer, Joint Management Body or Management Corporation (as the case may be), it shall, within 15 working days, give written notice of the alleged violation, breach or non-compliance to the Relevant Host. Such notice shall include the following:

(a) Details of the alleged violation, breach or non-compliance;

(b) The actions that may be taken, including penalties that may be imposed by, the developer, Joint Management Body or Management Corporation (as the case may be) under Section 13 of these By-Laws;

(c) Details (including expected timelines) of the process that will be undertaken by the developer, Joint Management Body or Management Corporation (as the case may be) to investigate the alleged violation, breach or non-compliance; and

(d) Details of the appeal process available (if any).

(4) Once written notice has been provided to the Host in accordance with subsection (2) or (3), the developer, Joint Management Body or Management Corporation (as the case may be) shall have the power to investigate the alleged violation, breach or non-compliance.

PROPOSED PROVISION

EXPLANATORY NOTES

Section 12. Penalties

(1) If the developer, Joint Management Body or Management Corporation (as the case may be) determines that a Host or Guest has violated, breached or not complied with these By-Laws, it may take one or more of the following actions:

(a) the developer, Joint Management Body or Management Corporation (as the case may be) may issue a warning notice of the violation, breach or non-compliance to the Relevant Host;

(b) the developer, Joint Management Body or Management Corporation (as the case may be) may impose a fine of not more than RM200 against a Host who is in breach of these By-Laws, where the Host is a Parcel Owner, Proprietor or occupant;

(c) the Joint Management Body may issue an invoice or written demand to a Parcel Owner requiring the Parcel Owner to pay and reimburse the Joint Management Body for the amount of money expended by the Joint Management Body in performing repairs, work or act where (i) the Joint Management Body is required or authorised by or under Part IV of the Strata Management Act 2013 [Act 757] or under any other written law to perform such repairs, work or act, and (ii) the expenditure, repairs, work or act were or was rendered necessary by reason of any willful or negligent act or omission on the part of, or breach of any provision of these By-Laws by the Parcel Owner, the Relevant Host or Guest of the Parcel Owner's Property; and

The section sets out the actions that may be taken, including penalties that may be imposed, by the developer, Joint Management Body or Management Corporation (as the case may be) if it determines that a Host or Guest has breached, violated or not complied with these By-Laws.

The developer, Joint Management Body and Management Corporation has the power to take such actions under the provisions of the Strata Management Act 2013 [Act 757]:

- Developer's, Joint Management Body's and Management Corporation's power to impose fine of not more than RM200 against a Parcel Owner, Proprietor or occupant - Sections 32(2), 32(3)(i) and 70(2)(i) the Strata Management Act 2013 [Act 757];
- Joint Management Body's power to recover expenditure on repairs, work or act - Section 21(4) of the Strata Management Act 2013 [Act 757];
- Management Corporation's power to recover expenditure on repairs, work or act - Section 59(6) of the Strata Management Act 2013 [Act 757]; and
- Developer's, Joint Management Body's and Management Corporation's power to apply to a court or the Tribunal to (i) enforce the performance, or restrain the breach, of these By-Laws or (ii) recover damages for a breach of these by-laws - Sections 32(7) and 70(7) of the Strata Management Act 2013 [Act 757].

PROPOSED PROVISION

EXPLANATORY NOTES

(e) subject to the provisions of the Strata Management Act 2013 [Act 757], the developer, Joint Management Body or Management Corporation (as the case may be) may apply to a court of competent jurisdiction or the Tribunal —

(i) for an order to enforce the performance of, or restrain the breach of, these By-Laws by any person bound to comply with these By-Laws; or

(ii) to recover damages for any loss or injury to any person or property arising out of the breach of these By-Laws from any person bound to comply with these By-Laws.

FORM 1
NOTIFICATION OF HOST

DATE:

PART A : PARTICULARS OF HOST

Name of Host : _____
Identification Number : _____
(National Registration
Identity Card Number/
Registration No.
/Passport No. /Visa)
Home Address : _____

Address Applicable for : _____
operators) _____
Phone Number : _____ Email : _____

PART B : PARTICULARS OF UNIT

Unit Address : _____

Strata Title No : _____

PART C : DETAILS OF SHORT-TERM RENTAL ACCOMMODATION OPERATION

Date of commencement of : _____
Short-Term Rental
Accommodation*

PART D : Particulars of Proprietor/Parcel Owner of Unit (if not the same person or party as the Host)

Name of _____
Proprietor/Parcel
Owner

Identification Number : _____
(National Registration
Identity Card Number)

Home Address : _____

Phone Number : _____ Email : _____

PART D : DECLARATION

I, _____ (*name of Host*), hereby declare that:

- I have obtained all required licenses and approvals and complied with all registration requirements under Federal and State laws and regulations for the purposes of operating Short-Term Rental Accommodation*.
- The information provided above is true and accurate.

Signature of Host

Date

I, _____ (*name of Proprietor/ Parcel Owner*),
hereby declare that:

- I have consented to the my unit being used by the Host for the purposes of operating Short-Term Rental Accommodation*.
- The information provided above is true and accurate.

Signature of Proprietor/Parcel
Owner

Privileged & Confidential
Last updated: 22 April 2024

Date

*Short-Term Rental Accommodation shall have the meaning given to it under the [By-Laws for Short-Term Rental Accommodation passed on [date]].

FORM 2
COMPLAINT FORM

DATE:

PART A : COMPLAINANT DETAILS

Name of person lodging : _____
complaint
Identification Number : _____
(National Identity Card
Number/Passport/Visa)
Address : _____

Phone Number : _____ Email : _____

PART B : COMPLAINT DETAILS

Date of incident : _____ Time of Incident : _____
Location of incident : _____
Summary of Complaint : _____

I, _____ (*name of Complainant*), consent to
a copy of this Complaint (including all information provided herein) being provided to the persons who are the
subject of this Complaint.

Privileged & Confidential
Last updated: 22 April 2024

Signature of Complainant

Date