Misconception of Private Lease Schemes in Malaysia: Examining the Conflict with the Housing Development (Control and Licensing) Act 1966 in Malaysia

[1]Noraziah Abu Bakar, [2]Ruzita Azmi and [2]Hariati Fairuz Nordin

[1]Faculty of Law, Universiti Teknologi MARA, Malaysia

[2]Universiti Utara Malaysia & Messrs Abu Talib Shahrom, Advocates & Solicitors, Malaysia

DOI: https://dx.doi.org/10.47772/IJRISS.2025.908000269

Received: 06 August 2025; Accepted: 12 August 2025; Published: 06 September 2025

ABSTRACT

The emergence of private lease schemes in Malaysia, where developers offer leasehold interests rather than full ownership of residential properties, has raised significant legal concerns, particularly in relation to the statutory duties imposed on developers under the Housing Development (Control and Licensing) Act 1966 (HDA 1966). This paper examines the legal implications of such schemes, focusing on potential misrepresentation by developers and the conflict between these emerging practices and the legal requirements under the HDA 1966, which mandates the transfer of ownership rather than leasehold interests. The research explores the statutory obligations of developers under the HDA 1966 and evaluates how the practice of offering leasehold interests instead of ownership may mislead homebuyers regarding their rights to the property. Through qualitative analysis, including case law review and legal interpretation, the paper highlights the gap between existing regulatory frameworks and the practices of developers, providing insights into the potential risks for consumers. The findings suggest that while current laws provide some consumer protection, there are significant gaps in enforcement, and recommendations for legal reforms are proposed to address these emerging issues, ensuring better alignment between developer practices and statutory requirements. This research contributes to the understanding of property law in Malaysia and suggests practical solutions for improving consumer protections in the housing sector.

INTRODUCTION

The mechanism of a private lease scheme (PLS) that was formerly introduced by a developer in Johor is based on a transfer of a lease by a lessee. The land in question must be a freehold land tenure to create a 99-year lease over the land in question. The developer could own the land intended for development, where the developer itself will be the lessor. The developer entered into a lease transaction with the registered proprietor in another situation. The lease shall comply with Chapter 15 of the National Land Code [Act 828] (NLC). The registered proprietor shall grant a 99-year lease to the developer. The developer will become the master lease concessionaries, apply for a subdivision of the land, develop a housing project, and later sell the subdivided plot to the purchasers. Instead of selling the unit and transferring ownership of the subdivided plot, the developer shall transfer a lease to the purchaser.

In recent years, Malaysia has witnessed the introduction and gradual implementation of private lease schemes (PLS) in the housing development sector. Unlike traditional property transactions where full ownership of a residential property is transferred to the purchaser, PLS operates on the principle of long-term leasing of 99 years, without conferring ownership rights to buyers. Under this model, developers lease land from landowners, develop housing projects on it, and then transfer leasehold interests, rather than ownership, to end purchasers. While this scheme may initially appear to offer a viable alternative to traditional homeownership, particularly in addressing land scarcity or controlling foreign ownership in sensitive areas, it raises significant legal concerns. Consequently, the rights of purchasers, which are available under the Housing Development (Control and Licensing) Act 1966 (HDA) and its' regulations, are not available for the lessee under this PLS.

A major point of contention surrounding the PLS is its compatibility with the Housing Development (Control and Licensing) Act 1966 (HDA 1966), the principal legislation governing the housing industry in Peninsular Malaysia. The HDA mandates those developers fulfill specific statutory duties, including the obligation to apply for and transfer titles to purchasers upon completion of a housing project. However, in the PLS model, purchasers receive only interest in land not ownership and titles, effectively diminishing their legal rights and protections.

Problem Statement

The proliferation of PLS by developers appears to circumvent the fundamental protections accorded to house buyers under the HDA 1966 and the relevant statutory sale agreement under the Housing Development (Control and Licensing) Regulations 1989 (HDR 1989). The HDR 1989 requires strict adherence to prescribed sale and purchase agreements (SPAs), namely Schedules G and H, which are designed to protect purchasers by guaranteeing ownership transfer upon fulfillment of contractual obligations. The deviation from these statutorily prescribed agreements through PLS arrangements creates a legal grey area that may constitute misrepresentation (Loong 2020). In 2019, the proposal to introduce a 'Register of Private Lease' into the National Land Code 1965 (NLC) to enable the concept of PLS was criticized and abandoned by the government. (Parliament, 2019). A PLS deprived the purchasers of ownership of the property, and their fate is at the mercy of the landowner to extend the period of the lease (Chan K.L, 2020). Lai Chee Kien (2020) argues that without clear registration and title, purchasers are excluded from the rights and protections typically afforded under strata laws, including the ability to participate in Management Corporations or hold voting rights. This has long-term consequences for building maintenance, redevelopment decisions, and collective bargaining.

Datuk Chang Kim Loong, Secretary-General of the National House Buyers Association (HBA), has been a vocal critic of PLS. He argued that PLS "benefits developers and landowners at the expense of buyers," and that these schemes create an illusion of ownership while legally confining buyers to long-term leases. In his public commentaries and press interviews (e.g., The EdgeProp, 2019), he warns that buyers under PLS may be misled into thinking they are purchasing a home in the traditional sense, only to find themselves holding lease agreements with fewer legal protections. The HBA and other civil society groups have urged the government to regulate PLS explicitly through new legislation or amendments to the HDA 1966. They argue that developers should be required to fully disclose the nature of the lease, the absence of title transfer, and any renewal conditions prior to execution of the sale agreement.

The PLS is positioned by developers as a market innovation that enhances flexibility in land use and housing delivery. However, while PLS introduces a new dynamic in housing delivery, its operation outside the scope of the HDA raises red flags regarding enforceability and buyer protections and safeguarding buyer rights under the HDA 1966 (Salfarina 2022) Simultaneously, transferring a lease in place of ownership does not align with the purpose of HDA 1966, which aims to ensure the transfer of ownership as a statutory duty of developers. Under PLS, developers transfer a leasehold interest instead of full title, which is not contemplated under the regulated SPAs of the HDR 1989 (Schedules G and H) (Salfarina 2022).

Research Questions

This article is guided by the following research questions:

1. To what extent does the PLS amount to a misrepresentation of purchasers' rights under the HDA 1966?

2. How does the practice of implementing PLS conflict with developers' statutory duties as prescribed by the HDA 1966 and its subsidiary regulations?

3. What are the legal implications for homebuyers affected by misrepresentation under PLS, and how might reforms enhance protection under the current legal framework?

ISSN No. 2454-6186 | DOI: 10.47772/IJRISS | Volume IX Issue VIII August 2025

Objectives of the Study

This paper aims to:

1. Evaluate the legal implications of PLS in the context of the duties imposed on developers under HDA 1966 and other related legislation.
2. Examine the conflicting issues arise in the practice of implementing PLS and the developer's statutory duties under the HDA 1966.
3. Provide recommendations for aligning developer practices with statutory requirements while safeguarding purchasers' rights.

METHODOLOGY

This study adopts a purely doctrinal legal research methodology. It relies on the critical analysis of primary and secondary legal sources, including statutes, regulations, and case law. Key legislative instruments such as the Housing Development (Control and Licensing) Act 1966, the Housing Development (Control and Licensing) Regulations 1989, and judicial decisions involving disputes over private lease schemes are examined to evaluate the extent of legal compliance and identify instances of statutory conflict or misrepresentation. Supporting literature from academic journals, legal commentaries, and policy papers are also reviewed to provide context and scholarly critique.

Significance of the Study

The findings of this research hold significance for various stakeholders in the housing industry, including regulators, legal practitioners, developers, and potential homebuyers. By critically examining the legal implications of PLS and the extent to which current laws protect or fail to protect purchasers, this study highlights gaps in regulatory enforcement and proposes legal reforms. It contributes to the discourse on housing law in Malaysia and offers a foundation for future policymaking aimed at enhancing transparency, accountability, and consumer protection in the property sector.

Legal and Conceptual Framework

PLS in Malaysia have attracted considerable attention due to their deviation from the statutorily mandated sale and purchase agreements under the HDA 1966. Under the HDA 1966 and its subsidiary legislation, developers are obligated to transfer ownership of residential units to purchasers through regulated agreements—typically Schedule G or H of the HDR 1989. However, PLS circumvents this structure by granting long-term leasehold interests rather than actual ownership, raising concerns over legality, enforceability, and buyer protection.

A clear understanding of the distinctions between the traditional sale model under the HDA 1966 and the emerging Private Lease Scheme (PLS) is critical to evaluating their legal implications. While both models involve the delivery of residential units to purchasers, they differ substantially in legal nature, statutory duties, and the level of protection afforded to homebuyers.

Under the traditional HDA model, the Housing Development (Control and Licensing) Regulations 1989 (HDR 1989) prescribe standard Sale and Purchase Agreements (SPAs) in Schedules G, H, I, or J, depending on the property type (landed, strata, commercial, etc.). These agreements impose clear statutory duties on the developer to:

- Apply for the subdivision of the building or land where applicable;
- Upon issuance of the individual or strata title, transfer ownership to the purchaser;
- Adhere strictly to statutory timelines for completion, title application, and transfer as provided in the HDA 1966 and HDR 1989.

ISSN No. 2454-6186 | DOI: 10.47772/IJRISS | Volume IX Issue VIII August 2025

In contrast, the PLS model is not expressly recognised under the HDR 1989. Instead of transferring ownership, the developer grants a long-term leasehold interest (commonly 99 years) through a lease purchase agreement or a modified SPA that falls outside the statutory formats. Purchasers in a PLS arrangement do not enjoy the same legal guarantees on subdivision, title issuance, or ownership transfer as those under the prescribed Schedules.

Comparison Between the Traditional HDA 1966 Sale Model and Private Lease Schemes (PLS

Aspect	Traditional HDA 1966 Sale Model	Private Lease Scheme (PLS)
Legal Instrument	Prescribed SPA (Schedule G, H, I, or J under HDR 1989)	Lease Purchase Agreement or modified SPA
Ownership Outcome	Transfer of freehold/leasehold title to purchaser after subdivision and issuance of title	Lease Purchase Agreement or modified SPA
Subdivision & Title Application	Mandatory: developer must apply for subdivision of building/land and transfer title	No obligation to apply for or transfer individual/strata titles
Statutory Obligation of Developer	Governed by HDA 1966 & HDR 1989 timelines and requirements	No statutory obligation under HDA 1966 to transfer ownership; grants leasehold interest
Legal Protection	Full HDA & strata law protections, including voting rights in MC	Limited; exclusion from strata MC rights unless specifically provided
Renewal Terms	Not applicable (ownership is perpetual or for original lease term)	Renewal subject to landowner's discretion and lease terms
Dispute Resolution	Tribunal for Homebuyer Claims (clear jurisdiction)	Jurisdictional ambiguity; tribunal may decline if no SPA under HDR 1989
Consumer Awareness	Generally clear in statutory SPA format	Risk of misrepresentation; terms may not be fully disclosed
Enforcement Feasibility	High; breaches enforceable by Housing Controller	Low to moderate; absence of explicit statutory recognition creates gaps

This comparison shows that while PLS can be marketed as a flexible alternative, it fundamentally changes the purchaser's legal position, reducing statutory safeguards, and increasing the risk of disputes and uncertainty.

Legal Tension between PLS and HDA 1966

Several legal scholars and policy analysts argue that PLS functions as a regulatory loophole, enabling developers to avoid transferring legal title while still marketing units as though full ownership will be conveyed. According to Hashim and Mohamad (2022), this model is not just ambiguous—it directly contradicts the consumer protection framework of the HDA 1966.

"*The Private Lease Scheme effectively allows developers to circumvent the regulated statutory sale and purchase agreements, thereby eroding the consumer protection framework intended under the HDA 1966.*" (Hashim & Mohamad, 2022)

Jusoh and Wahab (2021) similarly argue that the statutory obligation to transfer ownership under the HDA 1966 cannot be sidestepped through contractual innovation such as lease-based sales. They contend that this practice breaches the social policy objectives of the Act.

"*The statutory duty of developers to apply for and transfer title cannot be waived through lease schemes without running afoul of the public policy underpinning the HDA."* (Jusoh & Wahab, 2021)

Transparency and Misrepresentation

A significant issue in the PLS model is the lack of transparency. Scholars and consumer advocates alike observe that many purchasers are not made fully aware that they are acquiring leasehold interests instead of property ownership. Dr. Salfarina Abdul Gapor of Universiti Teknologi Malaysia (2022) highlights that PLS introduces confusion about legal status and creates fertile ground for misrepresentation.

"Purchasers are rarely informed in clear terms that they are acquiring a lease interest, not ownership, thereby undermining the HDA's purpose to protect homebuyers from such ambiguities." (Salfarina, 2022)

(Noraziah 2021) argued that if purchasers were misled to believe a property is purchased and not the purchase of the lease, it is considered misrepresentation and the amendment to the law is timely to cater for a scheme that may address a different legal status of the purchaser.

Case Analysis on the Misrepresentation by developers

Case law has begun to reflect judicial skepticism of PLS, particularly where deviation from statutory SPA formats is evident. In *Loh Tina & Ors v Kemuning Setia Sdn Bhd*, the Court of Appeal held that modifications to Schedule G SPAs without the Controller's consent rendered the agreements void and unenforceable. Similarly, in *Wong Hang Foh & Ors v Tropika Istimewa Development Sdn Bhd*, the High Court found the developer liable for misrepresentation when it offered leasehold interests in place of freehold ownership promised in the marketing materials and pre-contract communications.

Loh Tina & Ors v Kemuning Setia Sdn Bhd [2020] 7 CLJ 720

In *Loh Tina & 6 Ors v Kemuning Setia Sdn Bhd & 5 Ors (and Another Appeal) [2020] 7 CLJ 720,* the purchasers entered into Schedule G of the HDR 1989 for a sale of a property to be built on freehold land. However, some of the provisions were amended without the approval of the Controller of Housing.

The amendments were (Kimberly, 2021):

Original Schedule G under Regulations 1989	Modified Schedule G by the developer
Title – "Sale and Purchase Agreement"	Amended to – "Build and Lease Agreement"
Preamble – "Proprietor agrees to sell the said property for this Agreement."	Amended to – "Proprietor agreeing with the Vendor that it shall grant to the Purchaser a lease over the said land for 99-years with an irrevocable option to extend for a further term of 99 years."
The reference to – "The Vendor agreeing to sell and the Purchaser agreeing to purchase the whole of the said land with vacant possession together with the housing unit to be built on the said land subject to the terms and conditions therein."	This sentence was deleted from the sale agreement
Any reference to – "The Purchaser agreeing to purchase the said land."	Converted into the Purchaser agreeing to the creation of a lease in the format attached and to

	take a lease of the said land
Any reference to the Memorandum of Transfer [Form 14A]	Replaced with Memorandum of lease [Form 15A]
Stamp Duty for Memorandum of Transfer	They were replaced with Stamp Duty to be paid on creating a lease.

The developer contemplated that the Purchasers were aware that the purchased unit would be of a private leasehold interest under a PLS and not a transfer of ownership. The developer argued that the Purchasers knew that the SPA signed by them was effectively for a 99-year lease with an extension for the second period of a 99-year lease. On the other hand, the Purchasers clarified that they had realised subsequently the material changes made onto the SPA that did not conform with the Schedule G. They then argued that the transfer should be of freehold interest into their names as what was statutorily provided under Schedule G, rather than a leasehold interest.

It was held by the Court of Appeal that by virtue of Regulation 11(1) of the HDR 1989, the general rule is embedded in the HAD 1966 whereby there shall be no waiver or modification of any of the provisions in the Schedule G unless a certificate in writing had been issued and granted by the Housing Controller as provided under Regulation 11(3) of the Regulations 1989. Suppose it was subsequently discovered that a developer had deviated from the prescribed Schedule G. In that case, the Purchasers are entitled to enforce their rights as if the SPA they had signed had been in its prescribed form without any amendments or modification.

The judge ruled that:

Where a developer changes Schedule G SPA that the Controller does not approve, the purchaser would have a right to enforce Schedule G's SPA as if unamended and unmodified. The statutory prohibition against modifying Schedule G contract of sale and the protection afforded to purchasers would be lost altogether if the purchasers could not enforce what would have been their entitlement under a Schedule G SPA – a sale and transfer to them of the whole of the freehold title to the land upon which their housing accommodation had been built.

The Court of Appeal ordered that the houses and the developer execute and register the Memorandum of Transfer in favour of the Purchasers, as envisioned by the prescribed Schedule G under the HDA 1966. The implication from this case can be summarised as follows:

Key Point	Legal Implication from the Decision
Misrepresentation	The court found that the developer had provided misleading information about the lease terms and conditions. The purchasers were led to believe that the scheme was more beneficial than it actually was, leading to claims of misrepresentation.
Legal Outcome	The court's decision highlighted the importance of transparency and accurate representation in real estate transactions. It underscored that developers must clearly communicate all terms and potential risks associated with private lease schemes to avoid misleading purchasers.
Impact	The ruling had significant implications for how private lease schemes are marketed and managed, emphasizing that developers need to adhere to strict standards of disclosure and honesty.

Wong Hang Foh & Ors v Tropika Istimewa Development Sdn Bhd (KL High Court Civil Suit No: WA-22NCVC-120-03/2018)

In *Wong Hang Foh & Ors v Tropika Istimewa Development Sdn Bhd (KL High Court Civil Suit No: WA-22NCVC-120-03/2018),* the Court decided that the developer had misrepresented the purchasers for

transferring a lease instead of a strata title. Iskandar Investment Bhd, as the proprietor, had granted a lease on the land to the developer for 99 years commencing from April 15, 2013, and expiring on April 14, 2112.

Instead of entering into a sale agreement as provided under Schedule H of the HDR 1989, the developer and the purchasers entered into a Lease Purchase Agreement dated October 18 2012. Upon issuing strata titles, the parties have agreed to perfect a lease transfer. The developer was also granted a right to develop the land as a stratified housing development to be delivered within 48 months from the date of the agreement. Whereas the delivery should be done by the developer within 36 months from the date of the agreement as stipulated under Schedule G of the Regulations.

The purchasers claimed that the deviation from Schedule h in the terms and conditions stated in the sale agreement amounted to false misrepresentation by the developer. In addition, the developer has failed to comply with existing laws, namely the HDA 1966, HDR 1989, Strata Titles Act 1985 and NLC. The misrepresentation includes the purchasers registering as the lease's lessee over the strata parcel.

As a result of the misrepresentation by the developer, the plaintiffs had incurred losses and damages, which the defendant is liable to pay to the plaintiffs. The amendments made by the developer that is inconsistent with the terms and conditions as found in the Regulations 1989 shall be invalid and shall not be binding on the plaintiffs.

The trial judge decided that Tropika Istimewa Development Sdn Bhd, as the defendant, had misrepresented to the plaintiffs (107 buyers) that they were entering a Sales and Purchase Agreement (SPA) to purchase the property and not the purchase of the lease. The Judge also granted a declaration sought by the plaintiffs that the sales and purchase agreement is invalid and contravened the HDA 1966, HDR 1989, the NLC and Strata Titles Act 1985. He also allowed the plaintiffs' relief that the defendant is required to comply and shall be bound by the terms and conditions as prescribed in Schedule H of the HDR 1989. The developer is ordered to effect a transfer of the purchased parcels in favour of the purchasers and shall pay the plaintiffs Liquidated Ascertained Damages (LAD) for the late delivery of vacant possession.

This case is significant in highlighting the primary obligations of the developers under the HDA relating to the sale of residential properties. The developer shall comply with obligations imposed by the HDA and not deviate from the HDR 1989.

In the 2020 Johor case, the focus was on a similar private lease scheme where buyers alleged that the scheme involved deceptive practices, leading to legal action against the developers. The legal implication of this case can be summarized as follows:

Key Point	Legal Implication from the Decision
Deceptive Practices	The court reviewed whether the private lease scheme involved deceptive practices that led buyers to make uninformed decisions. This included issues related to the true nature of the lease terms, financial obligations, and potential for future ownership.
Legal Outcome	The decision in Johor also underscored the necessity for developers to provide clear and accurate information. It reinforced the legal obligation to ensure that buyers understand the full implications of their lease agreements.
Impact	The case set a precedent for the handling of private lease schemes in Malaysia, emphasizing the need for clear, transparent communication and fair dealing in real estate transactions.

Comparison and Relation Between Loh Tina (Penang) and Wong Hang Foh (Johor)

Both cases highlight key issues related to private lease schemes in Malaysia:

ISSN No. 2454-6186 | DOI: 10.47772/IJRISS | Volume IX Issue VIII August 2025

Key Issues	Legal implication of PLS
Transparency and Accuracy	Both the Loh Tina (Penang) and Wong Hang Foh (Johor case) stress the importance of transparency. Misrepresentation or failure to provide accurate information about the lease terms can lead to legal consequences. Developers are required to ensure that all communications are truthful and comprehensive.
Legal Precedents	The decisions in these cases have set important legal precedents for private lease schemes. They demonstrate the courts' willingness to hold developers accountable for deceptive practices and have established standards for how lease schemes should be presented to buyers.
Purchaser Protection	Both cases underscore the need for robust buyer protection mechanisms. The rulings highlight the legal obligation of developers to safeguard buyers' interests and ensure that they are fully informed about their commitments under private lease agreements.

In summary, the Loh Tina case in Penang and the Wong Hang Foh case in Johor collectively reinforce the need for transparency, accurate representation, and legal accountability in private lease schemes. They highlight the critical role of clear communication and honest practices in protecting buyers and maintaining integrity in the real estate market.

SUGGESTIONS AND RECOMMENDATIONS

It is timely for developers to implement best practices for transparency and accurate representation in PLS. Recognising the legal and ethical implications of Private Lease Schemes (PLS), several scholars have proposed actionable recommendations for developers to mitigate risks and align their practices with consumer protection standards under the HDA 1966.

Nurudin Abdul Rani et al. (2015) emphasize the importance of doing a transparent disclosure where developers shall clearly inform potential buyers that they are obtaining a leasehold interest, not ownership, to avoid misleading transactions and potential legal repercussions. In addition to that, developers should clearly outline the rights and obligations of landowners, developers, and buyers to reduce ambiguity and potential conflict, particularly if the head lease is compromised. Additionally, Nurul Sal Shalbila (2020) offers complementary suggestions, including providing a Mandatory Legal Briefings where, Prospective buyers should undergo mandatory education or briefing sessions to ensure they understand their legal position under a PLS.

For Regulators, (Noraziah 2023) recommended regulatory measures to enhance oversight and protect buyers. PLS requires a specific kind of regulated agreement with distinct responsibilities and obligations for the developers because it is based on a lease-purchase agreement, which represents a lease transfer rather than ownership. The lease-purchase agreement’s terms and conditions should specify the rights, liabilities, and duties of both the purchasers and the developers. As a result, the Regulations 1989 should include a new schedule known as a “Lease Purchase Agreement." Simultaneously, (Salfarina 2022) advocates for explicit legislative reform to either outlaw such practices or incorporate clear regulatory mechanisms to guide PLS, suggesting that policymakers must act swiftly to prevent further erosion of consumer rights in the property sector. These recommendations underscore the need for ethical and legally sound practices when implementing PLS and highlight the broader implications for public trust in Malaysia’s housing development sector.

CONCLUSION

The development of PLS in Malaysia has introduced an innovative yet contentious shift in housing development practices, particularly where such schemes replace full ownership transfers with long-term 99-years lease interests. This article has examined the legal and regulatory implications of PLS, especially where developers’ practices conflict with statutory obligations under the HDA 1966. The analysis demonstrates that

the current implementation of PLS may constitute misrepresentation when purchasers are not adequately informed that they are acquiring leasehold interests rather than ownership, thereby undermining the protections afforded under the HDA.

Judicial precedents and scholarly commentary consistently highlight those deviations from statutorily mandated sale and purchase agreements under the HDA 1966 cannot be justified without legal reforms. Developers who engage in PLS without full transparency may be exposed to liability, particularly if their practices mislead purchasers into believing they are buying with title ownership rights. Legal scholars and housing policy researchers advocate for tighter regulatory controls, increased disclosure requirements, and the formal recognition or prohibition of PLS under Malaysian property law.

Moving forward, Malaysia's legal and regulatory framework must adapt to address the uncertainties posed by PLS. As long as these schemes operate without clear statutory recognition or oversight, they will continue to expose consumers to legal vulnerabilities and disrupt the intended consumer protection framework. Future legal developments may include legislative amendments to the HDA 1966 or the introduction of specific regulations tailored to govern lease-based housing models. Additionally, ongoing advocacy from civil society, academia, and consumer protection groups will likely influence the policy discourse on this issue.

In conclusion, while PLS presents a potentially flexible model for housing delivery, its current unregulated form poses significant risks to homebuyers. Strengthening legal clarity, mandating full disclosure, and aligning developer obligations with statutory protections are essential to preserving public trust and upholding the integrity of Malaysia's housing laws.

REFERENCES

1. Abu Bakar, N. ., Azmi , R. ., Sufian, A., & Saripan, H. . (2021). The Legal Implications of a Sale of Property by the Malaysian Developers under the Private Lease Scheme: In two minds?. Environment-Behaviour Proceedings Journal, 6(17), 183–187. https://doi.org/10.21834/ebpj.v6i17.2867.
2. Abu Bakar, N., & Azmi, R. (2023). The Legality of a Private Lease Scheme: Pull the Wool over the Purchaser's Eye, PLANNING MALAYSIA, 21(27). https://doi.org/10.21837/pm.v21i27.1288
3. Chang, K. L. (2020). House buyers under private lease schemes: Are they really owners? National House Buyers Association. Retrieved from https://www.hba.org.my
4. EdgeProp. (2019, April 5). Private Lease Scheme still a viable option? EdgeProp.my. Retrieved from https://www.edgeprop.my/content/1524863/private-lease-scheme-still-viable-option
5. Hashim, R., & Mohamad, S. (2022). Legal challenges of private lease schemes in Malaysia: A critical examination of property rights and regulatory gaps. Malaysian Journal of Economic Studies, 59(2), 155–170. https://mjes.um.edu.my/index.php/MJES/article/view/38673
6. Hashim, R., & Mohamad, S. (2022). Legal challenges of private lease schemes in Malaysia: A critical examination of property rights and regulatory gaps. Malaysian Journal of Economic Studies, 59(2), 155–170. https://mjes.um.edu.my/index.php/MJES/article/view/38673
7. Jusoh, R., & Wahab, N. A. (2021). Revisiting the legal duties of developers under the HDA 1966: An analysis of lease-based housing delivery. Malaysian Journal of Law and Society, 12(1), 83–97.
8. Jusoh, R., & Wahab, N. A. (2021). Revisiting the legal duties of developers under the HDA 1966: An analysis of lease-based housing delivery. Malaysian Journal of Law and Society, 12(1), 83–97.
9. Lai, C. K. (2020). Understanding strata title rights: What every parcel owner should know. Malaysian Strata Management Review, 3(2), 45–59.
10. National House Buyers Association (HBA). (n.d.). Leasehold vs ownership: Misconceptions in the housing market. Retrieved from https://www.hba.org.my/articles.
11. Nurul Sal Shabila, I, Salfarina, S., Mazalan, Z (2020). Strata Title Reforms in Malaysia: A Review and Challenges of Regulatory and Governance Panacea. European Journal and Molecular Medicine, Volume 7, Issue 8.
12. Nurudin, A. R., Mohd Yazid, Z., & Sufian, A. (2015). Private Lease Scheme (PLS): A legal perspective of the new product in Malaysian housing development. Jurnal Penilaian dan Dasar Sekitaran (JPDS), 1, 77–87. Valuation and Property Services Department (JPPH), INSPEN. Retrieved

from https://www.inspen.gov.my/inspen/v2/wp-content/uploads/2020/01/JPDS-Vol.1-2015-Nurudin.pdf

13. Nurul Sal Shalbila, M. S. (2020). A review on the legal framework of the Private Lease Scheme in Malaysia: The developer's obligation and consumer protection. Paper presented at the Real Estate Research and Policy Conference, INSPEN & Universiti Teknologi MARA (UiTM).
14. Penolakan Cadangan PLS di Parlimen (Question 1), Oral presentation by Ministry of Water, Land and Natural Resources in Parliamentary Session held on on 7 November 2019.
15. Ruzita, A., et al. (2022). Legal Issues in a Private Lease Scheme: Final Research Report (NAPREC Fund, 12th Malaysian Plan). Institut Penilaian Negara, Putrajaya, Malaysia.
16. Salfarina, A. G. (2022). Private Lease Scheme (PLS): The New Approach in Housing Development. Universiti Teknologi Malaysia. Retrieved from https://people.utm.my/salfarina/files/2022/05/Private-Lease-Scheme-PLS-The-New-Approach-in-Housing-Development.pdf
17. Salfarina, A. G. (2022). Private Lease Scheme (PLS): The new approach in housing development. Universiti Teknologi Malaysia. Retrieved from https://people.utm.my/salfarina/files/2022/05/Private-Lease-Scheme-PLS-The-New-Approach-in-Housing-Development.pdf.
18. Salleh, N. A. (2021). Deviations from statutory sale agreements in Malaysian housing law: Recent judicial responses. Journal of Southeast Asian Legal Studies, 8(2), 45–61.

ISSN No. 2454-6186 | DOI: 10.47772/IJRISS | Volume IX Issue VIII August 2025

APPENDIX A: SUGGESTED VISUAL AIDS AND DATA

- Flowchart comparing conventional sale process under HDA 1966 vs. PLS process.

- Table of reported PLS disputes by state/region (sourced from Tribunal for Homebuyer Claims and consumer associations).

- Consumer checklist for evaluating PLS offers, including key legal questions to ask before signing.

- Statistical chart showing estimated prevalence of PLS projects in Malaysia (based on KPKT and media reports).