

## THE PRELIMINARY STUDY ON THE APPLICATION OF JOINT TENANCY IN MALAYSIA

Nur Akmal Adnan <sup>1</sup>  
Azhani Arshad<sup>2</sup>  
Rahmawati Mohd Yusoff<sup>3</sup>  
Akmal Hidayah Halim<sup>4</sup>  
Syuhaeda Aeni Mat Ali<sup>5</sup>

<sup>1</sup>Postgraduate Candidate, Faculty of Law, Universiti Teknologi Mara (UiTM), Shah Alam, 40450 Selangor, Malaysia. (E-mail: akmaladnan@uitm.edu.my).

<sup>2</sup>Senior Lecturer, Faculty of Law, Universiti Teknologi Mara (UiTM), Shah Alam, 40450 Selangor, Malaysia. (Email: azhani\_arshad@uitm.edu.my) (Corresponding Author)

<sup>3</sup> Senior Lecturer, Department of Law, Universiti Teknologi Mara (UiTM), Segamat, 85000 Johor, Malaysia. (Email: rahmawatimy@uitm.edu.my).

<sup>4</sup> Associate Professor, Department of Legal Practice, Ahmad Ibrahim Kulliyah of Laws, International Islamic University Malaysia, Kuala Lumpur, Malaysia. (Email: akmalh@iium.edu.my).

<sup>5</sup> Senior Lecturer, Faculty of Law, Universiti Teknologi Mara (UiTM), Shah Alam, 40450 Selangor, Malaysia. (Email: syuha497@uitm.edu.my).

### Article history

**Received date** : 12-11-2022  
**Revised date** : 13-11-2022  
**Accepted date** : 11-12-2022  
**Published date** : 12-12-2022

### To cite this document:

Adnan, N. A., Arshad, A., Mohd Yusoff, R. N., Halim, A. H., & Mat Ali, S. S. (2022). The Preliminary Study on The Application of Joint Tenancy in Malaysia. *Journal of Islamic, Social, Economics and Development (JISED)*, 7(51), 20 - 29.

---

**Abstract:** *Under common law, the concept of joint tenancy means that if any joint tenant dies, the left portion of the deceased will obligatorily be conceded to the surviving joint tenant and will not form part of the deceased's estate. A joint tenancy contract is acknowledged by the National Land Code (Penang and Malacca Titles) Act 1963, but the National Land Code 1965 only recognises common tenancy. Consequently, the ownership will be shared not only during the lifetime of the joint tenant but extended even after death and will be considered part of the deceased joint tenant's estate. This caused hardship to the surviving joint owner, especially when the joint owners had jointly acquired and developed property. Hence, it is a timely action to explore the concept of joint tenancy under the common law and examine its validity under the law of succession in Malaysia. This research is based on qualitative research and analysis of the primary and secondary materials through the governing statutes, reported cases, and data obtained from the respective administrative bodies. For the comparative analysis, the research also explores the law and practice of joint tenancy in Singapore and Australia for the dual legal and Torrens systems, respectively. It is predicted that the joint tenancy application would give the proprietor more options in planning his property's management and rightly give the surviving joint tenant the full enjoyment of the property.*

**Keywords:** *Joint Tenancy, Teancy in Common, Law of Survivorship, Law of Succession, Administration of Real Property.*

---

## Introduction

When two or more people are simultaneously entitled to legal and/or beneficial title to an estate in land, the situation is referred to as joint ownership, co-ownership, or co-proprietorship, which can involve either a freehold or a leasehold estate. Some countries identify this term as co-occupancy, holding can be in severalty or concurrently. Holding severally means holding individually while holding concurrently refers to two or more persons having a simultaneous interest in land.

Two forms of joint ownership are recognised by English law, namely joint tenancy and tenancy in common. Each joint tenant has full ownership rights to the land when acting collectively, as opposed to having an individual separate portion, which is the core of a joint tenancy. Because each joint tenant holds "the whole," there is no "portion" to convey by will or intestacy when one of them passes away. In the remaining joint tenants, the title "survives" under survivorship. Meanwhile, for tenancy in common, if one of the tenants in common dies, his interest in the land passes under the terms of his will or is distributed according to his intestate law, as the case may be.

To establish a uniform code of land for the eleven states of West Malaysia, the National Land Code 1965 (now known as Act 828) was enacted on June 1, 1966. It came into force simultaneously with the National Land Code (Penang and Malacca Titles) Act 1963. Subject to a few vitiating exclusions, the Code allows for the Torrens System of registration of titles and interests, which results in indefeasibility of title. The Torrens System found in South Australia's Real Property Act 1857 is the primary model for the substantive provisions of the National Land Code of 1965.

Therefore, the research will explore the concept of joint tenancy under the common law and examine its validity under the law of succession in Malaysia.

## Metodologi Kajian

This study adopts qualitative research by exploring the concept of joint tenancy in joint land ownership in Malaysia from the common law perspective. Qualitative research is divided into two, which are primary research and secondary research. The current primary and secondary sources, including legislative provisions, case laws, data obtained from the respective administrative bodies, and other legal and non-legal literature relating to the law and procedure for the administration of joint tenancy in joint ownership land in Malaysia, are examined manually during the qualitative data review. An analysis of the statutes, including but not limited to the Rules of Court 2012, National Land Code, National Land Code (Penang and Malacca Titles) Act 1963, Civil Law Act 1956, and State Enactments, is made to explore and propose the most appropriate method in regulating the application of joint tenancy in Malaysia. The study also adopts a comparative approach. The legislation or jurisdiction that has been identified for comparative legal analysis are Singapore and Australia. These jurisdictions are chosen due to the reasons that both countries applied the Torrens System. Singapore and Malaysia's legal systems inherited English and common law principles from the same legal system. Singapore also uses a dual legal system similar to Malaysia. Furthermore, these countries have adopted and regulated joint tenancy in land conveyances as a mechanism for estate planning. In comparative legal analysis, the study will compare the practice in those jurisdictions in terms of the law and practice of joint tenancy. Since Malaysia applies a dual legal system, namely, the civil law and the Syariah law, and joint tenancy is a conveyance under the civil law which is of general application, this research examines and analyses the validity

of joint tenancy as a method of possession and administration of real property, namely, by gift inter vivos or conditional gift (*hibah ruqba*), as the case may be. This is pertinent to align the application of joint tenancy with our dual legal system.

### Literature Review

The law of succession in Malaysia is governed in two ways; by non-Muslims and Muslims. Inheritance does not occur without the existence of a heritable estate. For non-Muslims, the succession would include Wills, statutory rules of intestacy, or a combination of both. The succession and inheritance of a deceased non-Muslim's estate depend on whether a will has been executed. Whereas in the case of intestacy, the statutory rules of succession under the Distribution Act 1958 (Amended 1997) will apply.

For Muslims, distributing their wealth upon death following the prescribed law, i.e. the *faraid* is a religious obligation. In Arabic, the Islamic succession law is commonly known as *al-faraid*, which means fixed portions (Mustafa Ibrahim, n.d). Al-Syarbini (1958) signifies the term as the quantum of shares allotted to the legal heirs as determined by the Syariah. The distribution of property according to the faraid system is based on broad principles merely to choose the rightful recipient. It is vital to note that inheritance cannot occur between people of different religions. The principle here is that a non-Muslim is not entitled to inherit a Muslim's estate and vice versa (Mohamad Asmadi, 2005).

On the law of succession, Jasni et al. (2019) define joint tenancy as a term that refers to a kind of possession in the common law in which the entire sharers of the asset own equivalent rights, and each tenant will acquire the same portion. Consent from all co-owners is needed in any transactions towards the property. Thus, it is not separable ownership but carries joint possession around co-owners who act on a mutual decision (Md. Habibur, 2012). Therefore, if any joint tenants die, the left portion of the deceased will obligatorily be conceded to the survivor (Sadali, 2010). Based on the principle, joint tenancy is not common in the land ownership concept and hence cannot be divided through the inheritance process (Noordin, 2016).

Equity does not approve joint tenancy because equity is more focused on achieving justice. According to Megarry and Wade in their book, *The Law of Real Property*, the right of survivorship of a joint tenancy is always unsuitable for beneficial owners because it adds a chance factor. Equity wanted to stop the 'gamble of the tontine' that comes with the survivorship doctrine. Apart from that, on the death of one joint tenant, the right of survivorship (*jus accrescendi*) passes interest to the surviving tenant. This continues until there is only one survivor, who then owns the land as the sole owner. A joint tenancy cannot proceed through a joint tenant's will or intestacy. As a result, the right to survivorship takes precedence in each situation. It is also said that each joint tenant keeps nothing by himself but holds the entire structure together. If he gets anything or nothing depends on whether he is the last surviving joint tenant (Noordin, 2016). However, when a spouse's property is simply one asset, such as the marital house, the concept of tenancy in common may appear to have an impact on the interest of the deceased spouse. The deceased wife's home may have been lost when the wife lost possession of the property (Ramlan, 2022).

### **The Application for Joint Tenancy in Malaysia**

The National Land Code (Act 828) governs the land law in Malaysia and was passed to achieve legal consistency and the Torrens system-specific administration of land disputes in Malaysia's West Peninsular States. The Torrens system, which Malaysia adopted, requires all land transactions to be registered as the registration is everything. The Torrens system of title registration was accepted, but only sometimes. As a result, it was discovered that Malacca had supported a dual land tenure system in the Straits Settlements, whilst Penang was subject to the English Deeds system. The system operating in Malacca was the English Deeds system, similar to Penang's grants system, the Dutch grants system, and a customary tenure system.

The National Land Code 1965 acknowledges the concept of joint ownership in the form of tenancy in common under Sections 343 to 345. Meanwhile, joint tenancy, which recognised the right of survivorship, was only acknowledged in the National Land Code (Penang and Malacca Titles) Act 1963 under Section 47(1).

Section 342 of the National Land Code of 1965 defines co-proprietorship as the possession of alienated land by two or more persons or bodies in unequal shares. Two or more individuals or entities registered as trustees or representatives are not considered co-proprietors under the law. Section 343(1)(a) of the National Land Code 1965 has recognised joint ownership in the form of undivided shares, as the provision has underlined that in the incident of co-ownership where any property is vested in two or more individuals as co-owners, their allocations therein shall be equivalent except different amounts are underlined in the registration records (Mustar, 2013).

Thus Sections 342 and 343 of the National Land Code of 1965 deal with co-proprietorship as tenants in common no matter the proportionate interests in the whole held by the tenant in common. Tenancy in common represents the equitable approach to co-ownership whilst joint tenancy, with the right of survivorship, represents the common law approach.

Under the same Code, the law has acknowledged joint tenancy in Sections 343 to 345 but only for property beholds by the trustee. Section 344 (1) underlined that where any property, division, or interest in the such property was relocated in favour of a trustee by a trust deed or a court order, the transfer must be recorded in the title deed on such agreement. Besides, section 344 (2) has provided the jurisdiction of the Registrar in making modifications or additions to the existing title deed. Section 345 (1) then specified more that any share or interest that was registered in the names of two or more individuals as 'trustees', the asset should be jointly held by them; and consequently, on the death of any one of them, share or interest shall be transferred absolutely to the survivor.

Under the National Land Code (Penang and Malacca Titles) Act 1963, Penang and Malacca have recognised joint tenancy where the whole estate will be succeeded by a left joint tenant who survived (Jasni et al., 2019). The law has acknowledged the intent under the joint tenancy contract, which gives the undivided portion to the surviving joint tenant. The law recognises the right to survivorship, highlighted in Section 47(1)(c), and it was embedded between two or more persons whose names were recorded in the provisional record (Ali & Adnan, 2016).

According to history, Penang employed the Deed system to manage land ownership. Conveyances made in the past that were recorded at the Registry of Deeds at that time demonstrate this concept. The Torrens system was implemented to ensure that land

administration was consistent throughout Malaysia. The Code was established to integrate the Deed system with the Torrens system.

Notwithstanding the above provisions, the Court in the case of *Salmah bt Omar & Ors v Ahmad Rosli bin Aziz (administrator of the estate of Osman bin Mohamed, deceased) & Anor* [2012] 3 MLJ 567 provided that a joint tenancy is a form of vesting title to property owned by two or more persons, in equal interest, subject to the right of survivorship in the surviving joint tenant(s). Title must have been acquired at the same time, by the same conveyance, and the document must expressly declare the intention to create a joint tenancy estate. The Court also held that an application of the joint tenancy was not strictly applicable for Muslims but subject to the acceptance of Islamic law. He further held that the principle of the right of survivorship is not Shariah compliance due to its uncertainty in ownership rights.

However, the Court distinguished the above decision in the case of *Peter Chong & Anor v Khatijah bt Md Ibrahim & Anor (personal representative of Aishah bt Ibrahim, the deceased) and another suit* [2018] 10 MLJ 735 as the case is primarily a dispute arising from intestacy of both joint tenants that arguably attracted the application of Islamic law. In this case, the Mohammedan Ordinance that had codified customary law applicable to Muslims did not apply to the conveyance and only applied to Muslim marriage and intestacy property. The Court found that the conveyance was at the time solely governed by English law based on the Conveyancing and Law of Property Ordinance and Registration of Deeds Ordinance. Accordingly, and in the light of Section 5(2) of the Civil Law Ordinance, the English common law principle of alienation rei praefertur juri accrescendi on severance of joint tenancy is inapplicable because this principle was not embodied in the above Ordinances. This position remains unaltered by their successor statutes, the National Land Code and National Land Code (Penang and Malacca Titles) Act 1963 and Section 6 of the Civil Law Act 1956. As a result, the Court determined that Islamic law does not prevent or negate the conveyance or the resulting joint tenancy. Even if this is true, the fact that the conveyance is a *hibah ruqba* does not violate Islamic law.

### **Result of the Study**

In the previous study, Nur Aamal Arif (2013) analysed the issues faced by Muslims in Singapore regarding joint-tenancy, which is the context of ownership between the Civil law and MUIS Fatwa is in contradiction.

Under Singapore law, a joint tenancy can be severed at law to create a tenancy in common. This was the position in England before the Law of Property Act 1925. In the case of *Williams v Hensman* [1861] 1 John & H 546, the Court stated that a joint tenancy could be severed in three ways: first, any one of the parties involved can sever his share by acting on it. Each joint-right tenant is a right of survivorship only if the share asserted under the jus accrescendi has not been severed. Each individual is free to dispose of his or her interest in such a way that it is severed from the joint fund, thus forfeiting his or her right of survivorship. Second, a joint-tenancy arrangement may be terminated by mutual consent. Finally, there could be severance by some course of dealing necessary to indicate that both parties interests were regarded as constituting a tenancy in general. It will not suffice to rely on an intention, with respect to the particular share, announced only behind the backs of the other persons involved when the severance is based on an inference of this kind without any express act of severance.

Apart from that, the Islamic Religious Council of Singapore (2011) issued a fatwa about joint tenants in two directions; namely, the co-owner only received half of the share or only inward

his actual share in the property after the demise of the other co-owner, if there was no earlier agreement have been made among them. Heirs of the deceased will inherit the left assets. Secondly, if there was an agreement between the co-sharers, either under a mode of *ruqba* (conditional gift) or in the form of *nazhar* (vow), which indicates that the assets are to be given totally to the existing co-sharer, after the demise of one of them, subsequently the survivor will own the property.

The application of joint tenancy can be seen in the case of *Shafeeg bin Salim Talib and another v Fatimah bte Abud bin Talib and others* [2010] SGCA 11, the Court held that an inter vivos joint tenancy gift of real property by Muslims is valid. Since there was no clear legislation prohibiting the application of the right of survivorship in a joint tenancy of land owned by Muslims, the half share passed to the respondent as the surviving joint tenant under common law and did not form part of the estate.

The equivalent concept of joint ownership in Muslim law is called *hibah ruqba* or conditional gift. The impact of a *hibah* in Muslim law is described by Faiz Badruddin Tyabji in Muslim Law, The Personal Laws of Muslims in India and Pakistan (1968) at p 300 as:

“The legal effect of *hibah* is that the immediate and absolute ownership of the subject of the *hibah* is transferred to the donee; and where the property is purported to be transferred by way of *hibah* with conditions, or restrictions, as to its use, or disposal, or alienation, the conditions or restrictions may be void.”

*Hibah* means “gift” in Islamic law, but it also refers to giving someone anything without expecting something in return (Khalil, 1981). *Hibah*, according to the Malikis, is the transfer of ownership from those entitled to it by donating shariah-approved items without a counter-value to those entitled to it with the language or any that indicates it (Lahsasna, 2014).

*Hibah ruqba*, according to Md. Habibur (2012), is a situation in which a person gives his home to another person as a *hibah ruqba*, in which the home is granted to the grantee during his lifetime. If he dies before the grantor, the property is returned to the giver. On *hibah ruqba*, jurists have differing perspectives, which is a matter of Ijtihad among scholars. The differences derive from conflicting sources on hadith regarding *hibah ruqba*. There are hadiths which authorised them, as well as hadiths which went contrary. The Department of Mufti of Wilayah Persekutuan and the Shariah committee of some institutions, such as the Securities Commission, Bank Negara and State Shariah Judiciary Department, acknowledge the concept of conditional gift. The recognition is paralleled by the underlining stipulation of joint tenancy in the law on the land of 1963 (Act 518) and 1965 (Act 56) (Jasni et al., 2019).

Comparatively, in Australia, joint tenancy is the most common type of co-ownership between married people since, upon the death of either partner, the survivor becomes the sole owner without the need for probate, and it is the wish of both spouses that whoever is the survivor enjoys the property. As a result, in the case of married persons, the common law presumption of a joint tenancy (and equity where equity follows the law) works satisfactorily. However, partners who want to keep their property in a tenancy in common may do so by making a specific statement.

Joint tenancy, tenancy in general, coparcenary, and tenancy by the entirety were the four forms of co-ownership recognised by the common law. Only joint tenancy, particularly tenancy, has legal standing in Australia (Anthony, 2016). The joint tenancy must fulfil the four unities,

namely, unity of possession (each co-owner is as much entitled to possession of any part of the land as the others); unity of interest (each joint tenant has the same interest in extent, nature and duration); unity of title (each joint tenant must claim his title under the same act or document); and unity of time (the interest of each tenant must vest at the same time). Meanwhile, for tenancy in common, the tenants hold undivided shares, there is no right of survivorship, and only the unity of possession is essential (Sihombing, 2005).

### **Discussion and Proposed Recommendation**

According to the principle of the right of survivorship, the interest of the deceased shall be transferred to the surviving owners, and the heirs cannot claim for inheritance. This may happen if:

- (a) the particular land own by two or more joint tenants, and
- (b) one of them passed away; and
- (c) no action is taken to separate the shares before the deceased passed away.

When a co-owner dies, the title passes to the surviving co-owners because the survivorship operates in a joint tenancy. Because the surviving joint tenants were already “wholly entitled,” there is no passing or vesting of title in them. The co-owner who has survived the longest becomes the sole owner due to this process. It is a circumstance of a joint tenancy in which the portion of the deceased joint tenant is transferred to the surviving joint tenant, known as *jus accrescendi*.

On the other hand, a tenant in common's share will pass to his heirs according to his will or by intestacy because tenancy in common does not grant a right of survivorship. The survivors are the most suitable trustees after one of the joint tenants passes away, making joint tenancy the optimal option for trustees to hold property. The main practical distinction between joint tenancy and tenancy in common is how survivorship operates. Both types of shared ownership are used in most nations' land management. The instrument or document forming the interest in land must specify the type of occupation, joint tenancy or tenancy in common. Additionally, our neighbouring country of Singapore has approved the practice of joint tenancy. Even in Malaysia, in her historical background, the administration of land ownership in Penang used the Deed system, which applied joint tenancy.

In Malaysia, except under the National Land Code (Penang and Malacca Titles) Act 1963, the trustee and personal representative are the only people allowed to possess the land as joint tenants. Joint tenants may only exercise their rights under their capacities. There is inconsistency, particularly when the joint tenancy can resolve succession issues following the death of the joint tenant. Additionally, the joint tenancy would allow the owner more flexibility in handling his property. It would benefit the joint tenant by enabling them to take full advantage of the property. Furthermore, contemporary and updated contracts that offer buying and owning a home are necessary due to the rising cost of living and value of the real estate.

It is submitted that joint tenancy can solve problems that normally occur after the death of spouse for security of the widow and children. Nowadays, such problems are not alien and therefore require drastic approach to curb the issues. For instance, Malaysia Gazette News Portal dated 20 February 2020 stated that not long after the death of Abam or also known as Syed Umar Mokhtar Syed Mohd Ridzuan, conflicts began to arise regarding the deceased's properties between the wife of the deceased, Nor Hidayah with the deceased's family members. In the case, Ali Puteh, the younger brother of decided to take on responsibility to manage the

property of the deceased and eventually, would arrange for necessary process to apply for the distribution of property through the faraid system via Syariah court. The difficulties faced by Nor Hidayah and her 9 months baby after the death of Abam had taken attention of people nationwide, especially after social media revealed about the conflicts with regards to his late husband's properties. After the death of her husband, Nor Hidayah claimed that she left with nothing and found it was hard to move around after the car besides other properties was taken away by the family.

Referring to our neighbouring country, Singapore, the Supreme Court in *Shafeeg bin Salim Talib and Anor v Fatimah bte Abud bin Talib and Ors* [2010] SLR 1123 decided in concern of the well-being (maṣlahah) of the widow. The widow was entitled to receive ownership of the house by acquiring a matrimonial asset (harta sepencarian) from the house. The Islamic Religious Council in Singapore (MUIS) states that the Fatwa of 2008 aims to provide options for Muslims who own property under a joint-tenancy contract, either for the property to be wholly owned by the surviving joint-tenant after the death of other joint-tenant or to be benefited by the beneficiaries (legal heirs) based on the scheme of distribution of faraid. The above case shows how joint tenancy could minimise issues or disagreements in managing real estate after the death of the co-tenant, specifically the spouse, protecting the surviving joint owner's need for residence. Joint tenancy can be used as an optional technique to administer an estate while still protecting the interests of the decedent's family. Additionally, there is a need to raise awareness among the general population about the importance of providing moral and financial support and maintaining the deceased's family.

However, since joint tenancy is still not statutory recognised by the Act 828, it is a timely action for the proposal for its application needs to be coupled with a proposed legal framework, new guidelines, and an appropriate mechanism to regulate joint tenancy in the existing land conveyance and applicable law in Malaysia. It is predicted that the joint tenancy application would give the proprietor more options in planning his property's management and rightly give the surviving joint tenant the full enjoyment of the property.

## Conclusion

In conclusion, there are two types of joint ownership: joint tenancy and tenancy in common. Both types of shared ownership are used in most nations' land management. The distinctive feature of joint tenancy is the "right of survivorship," which provides that each joint tenant holds "the whole" shares of the land and that, in the event of the death of one owner, the remaining joint tenants will inherit the land's rights. No "portion" exists to pass through will or intestacy.

However, Act 828 and Malaysian land conveyance need to provide a legal framework for joint tenancy with the right of survivorship. As stated in sections 344 and 345 of Act 828, it is only recognised for the trustee or personal representative holding any shares on behalf of the beneficiaries.

Additionally, some owners may benefit from joint occupancy. Joint tenancy, or joint ownership, is the most prevalent type of co-ownership between married persons under common law. In case of either partner's death, the surviving spouse automatically becomes the sole owner without the requirement for a grant of representation. Eventually, it is also a way to handle assets acquired as a couple during a subsisting marriage. Because Malaysian law only applies



the common law assumption of tenancy in common, this may result in outcomes that are contrary to what most spouses or co-owners want and expect.

### Acknowledgements

The authors fully acknowledge the sponsorship from the Institut Penilaian Negara (INSPEN) under the National Real Property Research Coordinator (NAPREC) Research Project entitled “Application of Joint Tenancy on Real Property and Its Impact Under the Law of Succession in Malaysia” 100-TNCPI/GOV 16/6/2 (030/2021).

### References

- Ali, M. N., & Adnan, A. (2016). Hibah Amanah Hartanah. Paper presented at International Conference on Aqidah, Dakwah and Syariah (IRSYAD 2016).
- Al-Syarbini, Muhammad al-Khatib. (1958). *Mughni al-Muhtaj*. Mustafa al-Babi al-Halabi.
- Anthony P Moore, Scott Grattan and Lynden Griggs. (2016). *Bradbrook, MacCallum and Moore’s Australian Real Property Law*. Lawbook, at pp 562-563.
- Faiz Badruddin Tyabji, (1968). *The Personal Laws of Muslims in India and Pakistan*. N M Tripathi Private Ltd.
- J. Sulong, et al. (2019). Joint Tenancy in The Islamic Law and Its Application in Malaysia. *The European Proceedings of Social & Behavioural Sciences*, 1.
- Khalil, Khayr ‘Abd al-Radi. (1981). Al-Hibbah wa Ahkamuha fi al-Syari’ah al-Islamiyyah. Unpublished master thesis. Jami’ah al-Malik ‘Abd al-‘Aziz, p. 56.
- Lahsasna, Ahcene. (2014). *A Comprehensive Guide to One of the Key Risk Management Issues in The Expanding Field of Islamic Finance*. Wiley, p. 45.
- Md. Habibur Rahman (2012). A Juristic Analysis on Hibah al-‘Umra and al-Ruqba and Their Application to The Joint Tenancy and Disbursement of Takaful Benefit. Paper presented on Seminar of Contemporary Fiqh: Issues and Challenges, International Islamic University of Malaysia.
- Mohamad Asmadi Abdullah. (2005). The Concept of Tarikah in The Islamic Law of Succession with Special Reference to The Practices of The Civil Courts And The Syariah Courts In Malaysia. Durham theses. Durham University.
- MUIS. (2011). *Guidelines for Muslims on Purchasing and Owning an HDB Property under Joint Tenancy*. Islamic Religious Council of Singapore, pp 1-9.
- Mustafa Ibrahim, et.al. (n.d). *Al-Mu’jam al-Wasil*. Al-Maktabah al-Islamiyyah, p. 683.
- Mustar, S., & Nor Muhamad, N. H. (2013). Kedudukan Joint-Tenancy dan Kepentingannya dalam Pemilikan Rumah Menurut Perspektif Undang-Undang Islam dan Sivil di Singapura, [Joint-Tenancy Position and Its Importance of Home Ownership According to the Islamic and Civil Law Perspective in Singapore], *Jurnal Teknologi* 65 (1), 29–37.
- Noordin, N. H., Ismail, M. I., et al. (2016). Reevaluating the Practice of Hibah Trust in Malaysia. *Humanomics*, 32(4), 418-436.
- Nur Aamal Arif. (2013). Islamic Inheritance Law and Its Application in The Republic of Singapore: An Analytical Study on Joint-Tenancy. Unpublished master thesis. International Islamic University Malaysia.
- Ramlan, Hanizad and Abdul Aziz, Azhar and Sahari, Noorul Huda and Saidon, Rafeah (2022) Sole Matrimonial Property Division Through Joint Tenancy from Shariah Perspective. *Journal of Contemporary Islamic Studies (JCIS)*, 8 (1): 10. pp. 1-10.
- Sadali Rasban. (2010). Hibah Al-Ruqba & Joint Tenancy in Shariah Law. HTHT Advisory Services Pte Ltd.

“Saya Bukan Mahu Harta Abam Cuma Nak Urus Hutang, Faraid Arwah” (Not My Intention To Acquire Abam’s Property But To Help Manange The Deceased’s Debt). (February 20, 2020). *MalaysianGazette*.

Sihombing, J. (2005). *National Land Code: A Commentary*. Malayan Law Journal Sdn Bhd, pp 558.