

中華民國 91 年 1 月 30 日內政部台內中地字第 0910083141 號公告頒行(行政院消費者保護委員會第 86 次委員會議通過)

中華民國 105 年 6 月 23 日內政部內授中辦地字第 1051305386 號公告修正 (行政院消費者保護會第 47 次會議通過)

契約審閱權

本契約於中華民國\_\_年\_\_月\_\_日經承租人攜回  
審閱\_\_日 (契約審閱期間至少三日)

承租人簽章：

出租人簽章：

# 房屋租賃契約書範本

內 政 部 編

中華民國 105 年 6 月

立契約書人承租人\_\_\_\_，出租人\_\_\_\_【為所有權人轉租人(應提示經原所有權人同意轉租之證明文件)】茲為房屋租賃事宜，雙方同意本契約條款如下：

### 第一條 房屋租賃標的

#### 一、房屋標示：

(一)門牌\_\_縣(市)\_\_鄉(鎮、市、區)\_\_街(路)\_\_段\_\_巷\_\_弄\_\_號\_\_樓(基地坐落\_\_段\_\_小段\_\_地號。)

(二)專有部分建號\_\_，權利範圍\_\_，面積共計\_\_平方公尺。

##### 1. 主建物面積：

\_\_層\_\_平方公尺，\_\_層\_\_平方公尺，\_\_層\_\_平方公尺共計\_\_平方公尺，用途\_\_。

2. 附屬建物用途\_\_，面積\_\_平方公尺。

(三)共有部分建號\_\_，權利範圍\_\_，持分面積\_\_平方公尺。

(四)有無設定他項權利，若有，權利種類：\_\_。

(五)有無查封登記。

#### 二、租賃範圍：

(一)房屋全部部分：第\_\_層房間\_\_間第\_\_室，面積\_\_平方公尺(如「房屋位置格局示意圖」標註之租賃範圍)。

(二)車位：

##### 1. 車位種類及編號：

地上(下)第\_\_層平面式停車位機械式停車位，編號第\_\_號車位\_\_個。

##### 2. 使用時間：

全日日間夜間其他\_\_。(如無則免填)

(三)租賃附屬設備：

有無附屬設備，若有，除另有附屬設備清單外，詳如後附房屋租賃標的現況確認書。

(四)其他：\_\_。

### 第二條 租賃期間

租賃期間自民國\_\_年\_\_月\_\_日起至民國\_\_年\_\_月\_\_日止。

### 第三條 租金約定及支付

承租人每月租金為新臺幣(下同)\_\_元整，每期應繳納\_\_個月租金，並於每月期\_\_日前支付，不得藉任何理由拖延或拒絕；出租人亦不得任意要求調整租金。

租金支付方式：現金繳付轉帳繳付：金融機構：\_\_，戶名：\_\_，帳號：\_\_。

其他：\_\_。

### 第四條 擔保金(押金)約定及返還

擔保金(押金)由租賃雙方約定為\_\_個月租金，金額為\_\_元整(最高不得超過二個月房屋租金之總額)。承租人應於簽訂本契約之同時給付出租人。

前項擔保金(押金)，除有第十一條第三項、第十二條第四項及第十六條第二項之情形外，出租人應於租期屆滿或租賃契約終止，承租人交還房屋時返還之。

### 第五條 租賃期間相關費用之支付

租賃期間，使用房屋所生之相關費用：

#### 一、管理費：

由出租人負擔。

由承租人負擔。

房屋每月\_\_元整。

停車位每月 元整。

租賃期間因不可歸責於雙方當事人之事由，致本費用增加者，承租人就增加部分之金額，以負擔百分之十為限；如本費用減少者，承租人負擔減少後之金額。

其他：\_\_\_\_\_。

二、水費：

由出租人負擔。

由承租人負擔。

其他：\_\_\_\_\_。(例如每度\_\_元整)

三、電費：

由出租人負擔。

由承租人負擔。

其他：\_\_\_\_\_。(例如每度\_\_元整)

四、瓦斯費：

由出租人負擔。

由承租人負擔。

其他：\_\_\_\_\_。

五、其他費用及其支付方式：\_\_\_\_\_。

**第六條 稅費負擔之約定**

本租賃契約有關稅費、代辦費，依下列約定辦理：

一、房屋稅、地價稅由出租人負擔。

二、銀錢收據之印花稅由出租人負擔。

三、簽約代辦費\_\_\_\_\_元

由出租人負擔。

由承租人負擔。

由租賃雙方平均負擔。

其他：\_\_\_\_\_。

四、公證費\_\_\_\_\_元

由出租人負擔。

由承租人負擔。

由租賃雙方平均負擔。

其他：\_\_\_\_\_。

五、公證代辦費\_\_\_\_\_元

由出租人負擔。

由承租人負擔。

由租賃雙方平均負擔。

其他：\_\_\_\_\_。

六、其他稅費及其支付方式：\_\_\_\_\_。

**第七條 使用房屋之限制**

本房屋係供住宅使用。非經出租人同意，不得變更改用途。

承租人同意遵守住戶規約，不得違法使用，或存放有爆炸性或易燃性物品，影響公共安全。

出租人同意不同意將本房屋之全部或一部分轉租、出借或 以其他方式供他人使用，或將租賃權轉讓於他人。

前項出租人同意轉租者，承租人應提示出租人同意轉租之證明文件。

## 第八條 修繕及改裝

房屋或附屬設備損壞而有修繕之必要時，應由出租人負責修繕。但租賃雙方另有約定、習慣或可歸責於承租人之事由者，不在此限。

前項由出租人負責修繕者，如出租人未於承租人所定相當期限內修繕時，承租人得自行修繕並請求出租人償還其費用或於第三條約定之租金中扣除。

房屋有改裝設施之必要，承租人應經出租人同意，始得依相關法令自行裝設，但不得損害原有建築之結構安全。

前項情形承租人返還房屋時，應負責回復原狀現況返還其他\_\_\_\_\_。

## 第九條 承租人之責任

承租人應以善良管理人之注意保管房屋，如違反此項義務，致房屋毀損或滅失者，應負損害賠償責任。但依約定之方法或依房屋之性質使用、收益，致房屋有毀損或滅失者，不在此限。

## 第十條 房屋部分滅失

租賃關係存續中，因不可歸責於承租人之事由，致房屋之一部滅失者，承租人得按滅失之部分，請求減少租金。

## 第十一條 提前終止租約

本契約於期限屆滿前，租賃雙方得不得終止租約。

依約定得終止租約者，租賃之一方應於一個月前\_\_個月前通知他方。一方未為先期通知而逕行終止租約者，應賠償他方\_\_個月(最高不得超過一個月)租金額之違約金。

前項承租人應賠償之違約金得由第四條之擔保金(押金)中扣抵。

租期屆滿前，依第二項終止租約者，出租人已預收之租金應返還予承租人。

## 第十二條 房屋之返還

租期屆滿或租賃契約終止時，承租人應即將房屋返還出租人並遷出戶籍或其他登記。

前項房屋之返還，應由租賃雙方共同完成屋況及設備之點交手續。租賃之一方未會同點交，經他方定相當期限催告仍不會同者，視為完成點交。

承租人未依第一項約定返還房屋時，出租人得向承租人請求未返還房屋期間之相當月租金額外，並得請求相當月租金額一倍(未足一個月者，以日租金折算)之違約金至返還為止。

前項金額及承租人未繳清之相關費用，出租人得由第四條之擔保金(押金)中扣抵。

## 第十三條 房屋所有權之讓與

出租人於房屋交付後，承租人占有中，縱將其所有權讓與第三人，本契約對於受讓人仍繼續存在。

前項情形，出租人應移交擔保金(押金)及已預收之租金與受讓人，並以書面通知承租人。

本契約如未經公證，其期限逾五年或未定期限者，不適用前二項之約定。

## 第十四條 出租人終止租約

承租人有列情形之一者，出租人得終止租約：

- 一、遲付租金之總額達二個月之金額，並經出租人定相當期限催告，承租人仍不為支付。
- 二、違反第七條規定而為使用。
- 三、違反第八條第三項規定而為使用。
- 四、積欠管理費或其他應負擔之費用達相當二個月之租金額，經出租人定相當期限催告，承租人仍不為支付。

### 第十五條 承租人終止租約

出租人有下列情形之一者，承租人得終止租約：

- 一、房屋損害而有修繕之必要時，其應由出租人負責修繕者，經承租人定相當期限催告，仍未修繕完畢。
- 二、有第十條規定之情形，減少租金無法議定，或房屋存餘部分不能達租賃之目的。
- 三、房屋有危及承租人或同居人之安全或健康之瑕疵時。

### 第十六條 遺留物之處理

租期屆滿或租賃契約終止後，承租人之遺留物依下列方式處理：

- 一、承租人返還房屋時，任由出租人處理。
- 二、承租人未返還房屋時，經出租人定相當期限催告搬離仍不搬離時，視為廢棄物任由出租人處理。

前項遺留物處理所需費用，由擔保金(押金)先行扣抵，如有不足，出租人得向承租人請求給付不足之費用。

### 第十七條 通知送達及寄送

除本契約另有約定外，出租人與承租人雙方相互間之通知，以郵寄為之者，應以本契約所記載之地址為準；並得以電子郵件簡訊其他\_\_方式為之(無約定通知方式者，應以郵寄為之)；如因地址變更未通知他方或因\_\_，致通知無法到達時(包括拒收)，以他方第一次郵遞或通知之日期推定為到達日。

### 第十八條 疑義處理

本契約各條款如有疑義時，應為有利於承租人之解釋。

### 第十九條 其他約定

本契約雙方同意辦理公證不辦理公證。

本契約經辦理公證者，租賃雙方不同意；同意公證書載明下列事項應逕受強制執行：

- 一、承租人如於租期屆滿後不返還房屋。
- 二、承租人未依約給付之欠繳租金、出租人代繳之管理費，或違約時應支付之金額。
- 三、出租人如於租期屆滿或租賃契約終止時，應返還之全部或一部擔保金(押金)。

公證書載明金錢債務逕受強制執行時，如有保證人者，前項後段第\_\_款之效力及於保證人。

### 第二十條 爭議處理

因本契約發生之爭議，雙方得依下列方式處理：

- 一、向房屋所在地之直轄市、縣(市)不動產糾紛調處委員會申請調處。
- 二、向直轄市、縣(市)消費爭議調解委員會申請調解。
- 三、向鄉鎮市(區)調解委員會申請調解。
- 四、向房屋所在地之法院聲請調解或進行訴訟。

### 第二十一條 契約及其相關附件效力

本契約自簽約日起生效，雙方各執一份契約正本。

本契約廣告及相關附件視為本契約之一部分。

本契約所定之權利義務對雙方之繼受人均有效力。

### 第二十二條 未盡事宜之處置

本契約如有未盡事宜，依有關法令、習慣、平等互惠及誠實信用原則公平解決之。

附件

- 建物所有權狀影本

- 使用執照影本
- 雙方身分證影本
- 保證人身分證影本
- 授權代理人簽約同意書
- 房屋租賃標的現況確認書
- 附屬設備清單
- 房屋位置格局示意圖
- 其他（測量成果圖、室內空間現狀照片）

**立契約書人**

**出租人：**

姓名(名稱)：                  簽章  
統一編號：  
戶籍地址：  
通訊地址：  
聯絡電話：  
負責人：                  (簽章)  
統一編號：  
電子郵件信箱：

**承租人：**

姓名(名稱)：                  簽章  
統一編號：  
戶籍地址：  
通訊地址：  
聯絡電話：  
電子郵件信箱：

**保證人：**

姓名(名稱)：                  (簽章)  
統一編號：  
戶籍地址：  
通訊地址：  
聯絡電話：  
電子郵件信箱：

**不動產經紀業：**

名稱(公司或商號)：  
地址：  
電話：  
統一編號：  
負責人：                  (簽章)  
統一編號：  
電子郵件信箱：

**不動產經紀人：**

姓名：                  (簽章)  
統一編號：  
通訊地址：  
聯絡電話：

證書字號：

電子郵件信箱：

中華民國

年

月

日

## 房屋租賃標的現況確認書

填表日期 年 月 日

項次	內容	備註說明
1	<input type="checkbox"/> 有 <input type="checkbox"/> 無包括未登記之改建、增建、加建、違建部分： <input type="checkbox"/> 壹樓__平方公尺 <input type="checkbox"/> __樓__平方公尺。 <input type="checkbox"/> 頂樓__平方公尺 <input type="checkbox"/> 其他__平方公尺。	若為違建(未依法申請增、加建之建物)，出租人應確實加以說明，使承租人得以充分認知此範圍之建物隨時有被拆除之虞或其他危險。
2	建物型態：_____。 建物現況格局：__房(間、室)__廳__衛 <input type="checkbox"/> 有 <input type="checkbox"/> 無隔間。	一、建物型態： (一)一般建物：透天厝、別墅(單獨所有權無共有部分)。 (二)區分所有建物：公寓(五樓含以下無電梯)、透天厝、店面(店鋪)、辦公商業大樓、住宅或複合型大樓(十一層含以上有電梯)、華廈(十層含以下有電梯)、套房(一房、一廳、一衛)等。 (三)其他特殊建物：如工廠、廠辦、農舍、倉庫等型態。 二、現況格局(例如：房間、廳、衛浴數，有無隔間)。
3	車位類別 <input type="checkbox"/> 坡道平面 <input type="checkbox"/> 升降平面 <input type="checkbox"/> 坡道機械 <input type="checkbox"/> 升降機械 <input type="checkbox"/> 塔式車位 <input type="checkbox"/> 一樓平面 <input type="checkbox"/> 其他__。 編號：__號 <input type="checkbox"/> 有 <input type="checkbox"/> 無獨立權狀。 <input type="checkbox"/> 有 <input type="checkbox"/> 無檢附分管協議及圖說。	
4	<input type="checkbox"/> 是 <input type="checkbox"/> 否 <input type="checkbox"/> 不知有消防設施，若有，項目： (1)____(2)____(3)____。	
5	供水及排水 <input type="checkbox"/> 是 <input type="checkbox"/> 否正常。	
6	<input type="checkbox"/> 是 <input type="checkbox"/> 否有公寓大廈規約；若有， <input type="checkbox"/> 有 <input type="checkbox"/> 無檢附規約。	
7	附屬設備項目如下： <input type="checkbox"/> 電視__台 <input type="checkbox"/> 電視櫃__件 <input type="checkbox"/> 沙發__組 <input type="checkbox"/> 茶几__件 <input type="checkbox"/> 餐桌__張 <input type="checkbox"/> 餐桌椅__張 <input type="checkbox"/> 鞋櫃__件 <input type="checkbox"/> 窗簾__組 <input type="checkbox"/> 燈飾__件 <input type="checkbox"/> 冰箱__台 <input type="checkbox"/> 洗衣機__台 <input type="checkbox"/> 書櫃__件 <input type="checkbox"/> 床組(頭)__件 <input type="checkbox"/> 衣櫃__組 <input type="checkbox"/> 梳妝台__件 <input type="checkbox"/> 書桌椅__張 <input type="checkbox"/> 置物櫃__件 <input type="checkbox"/> 電話__具 <input type="checkbox"/> 保全設施__組 <input type="checkbox"/> 微波爐__台 <input type="checkbox"/> 洗碗機__台 <input type="checkbox"/> 冷氣__台 <input type="checkbox"/> 排油煙機__台 <input type="checkbox"/> 流理台__件 <input type="checkbox"/> 瓦斯爐__台 <input type="checkbox"/> 熱水器__台 <input type="checkbox"/> 天然瓦斯 <input type="checkbox"/> 其他__。	
出租人：_____ (簽章) 承租人：_____ (簽章) 不動產經紀人：_____ (簽章) 簽章日期：_____年_____月_____日		

## 簽約注意事項

### 一、適用範圍

本契約書範本之租賃房屋用途，係由承租人供作住宅使用，並提供消費者與企業經營者簽訂房屋租賃契約時參考使用。

### 二、契約審閱權

房屋出租人為企業經營者，其與承租人訂立定型化契約前，應有三十日以內之合理期間，供承租人審閱全部條款內容。

出租人以定型化契約條款使承租人拋棄前項權利者，無效。

出租人與承租人訂立定型化契約未提供第一項之契約審閱期間者，其條款不構成契約之內容。但承租人得主張該條款仍構成契約之內容。(消費者保護法第十一條之一第一項至第三項)

### 三、租賃意義

稱租賃者，謂當事人約定，一方以物租與他方使用收益，他方支付租金之契約(民法第四百二十一條)。當事人就標的物及租金為同意時，租賃契約即為成立。為使租賃當事人清楚了解自己所處之立場與權利義務關係，乃簡稱支付租金之人為承租人，交付租賃標的物之人為出租人。

### 四、房屋租賃標的

(一)房屋租賃範圍屬已登記者，以登記簿記載為準；未登記者以房屋稅籍證明或實際測繪結果為準。

(二)房屋租賃範圍非屬全部者(如部分樓層之套房或雅房出租)，應由出租人出具「房屋位置格局示意圖」標註租賃範圍，以確認實際房屋租賃位置或範圍。

(三)為避免租賃雙方對於租賃房屋是否包含未登記之改建、增建、加建及違建部分，或冷氣、傢俱等其他附屬設備認知差異，得參依本契約範本附件「房屋租賃標的現況確認書」，由租賃雙方互為確認，以杜糾紛。

(四)承租人遷入房屋時，可請出租人會同檢查房屋設備現況並拍照存證，如有附屬設備，並得以清單列明，以供返還租屋回復原狀之參考。

### 五、租賃期間

(一)房屋租賃之期間超過一年者，應訂立契約，未訂立契約者，視為不定期限之租賃。租賃契約之期限，不得超過二十年，超過二十年者，縮短為二十年。

(二)房屋租賃契約未定期限者，租賃雙方當事人得隨時終止租約。但有利於承租人之習慣者，從其習慣。故租賃雙方簽約時宜明訂租賃期間，以保障雙方權益。

### 六、租金約定及支付

(一)土地法第九十七條第一項之規定，城市地方房屋之租金，以不超過土地及其建築物申報總價額年息百分之十為限。

(二)土地法第九十七條所稱「城市地方」，依內政部六十七年九月十五日台內地字第八〇五四四七號函釋，係指已依法公布實施都市計畫之地方。又同條所稱「房屋」，依內政部七十一年五月二十四日台內地字第八七一〇三號函釋，係指供住宅用之房屋。

### 七、擔保金(押金)約定及返還

(一)土地法第九十九條規定，擔保金(押金)以不得超過二個月之租金總額為宜，超過部分，承租人得以超過之部分抵付房租。承租人仍得於二個月之租金總額範圍內與出租人議定擔保金(押金)額度，如經約定承租人無須支付者，因屬私權行為，尚非法所不許。有關擔保金額之限制，依內政部一百零二年十月三日內授中辦地字第一〇二六〇三八九〇八號函釋，係指供住宅用之房屋，至營業用房屋，其應付擔保金額，不受土地法第九十九條之限制。

- (二)承租人於支付擔保金(押金)或租金時，應要求出租人簽寫收據或於承租人所持有之租賃契約書上註明收訖為宜；若以轉帳方式支付，應保留轉帳收據。同時出租人返還擔保金(押金)予承租人時，亦應要求承租人簽寫收據或於出租人所持有之租賃契約書上記明收訖為宜。

#### 八、租賃期間相關費用之支付

- (一)有關使用房屋而連帶產生之相關費用如水、電、瓦斯及管理費等，實務上有不同類型，部分契約係包含於租金中，部分則約定由承租人另行支付，亦有係由租賃雙方共同分擔等情形，宜事先於契約中明訂數額或雙方分擔之方式，以免日後產生爭議。
- (二)房屋租賃範圍非屬全部者(如部分樓層之套房或雅房出租)，相關費用及其支付方式，宜由租賃雙方依實際租賃情形事先於契約中明訂數額或雙方分擔之方式，例如以房間分度表數計算每度電費應支付之金額。

#### 九、使用房屋之限制

- (一)承租人應依約定方法，為租賃房屋之使用、收益，並應遵守規約所定之一切權利義務及住戶共同約定事項。
- (二)租賃物為房屋者，依民法第四百四十三條第一項規定，除出租人有反對轉租之約定外，承租人得將其一部分轉租他人。故出租人未於契約中約定不得轉租，則承租人即得將房屋之一部分轉租他人。
- (三)本契約書範本之租賃房屋用途，係由承租人供作住宅使用，而非營業使用，出租人得不同意承租人為公司登記、商業登記及營業(稅籍)登記。

#### 十、修繕及改裝

- (一)房屋或附屬設備之修繕，依民法第四百二十九條第一項規定，除契約另有訂定或另有習慣外，由出租人負擔。
- (二)出租人之修繕義務，在使承租人就租賃物能為約定之使用收益，如承租人就租賃物以外有所增設時，該增設物即不在出租人修繕義務範圍。(最高法院六十二年台上字第九九號判例)
- (三)房屋有無滲漏水之情形，租賃雙方宜於交屋前確認，若有滲漏水，宜約定其處理方式(如由出租人修繕後交屋、以現況交屋、減租或由承租人自行修繕等)。

#### 十一、提前終止租約

- (一)租賃定有期限者，其租賃關係，於期限屆滿時消滅。未定期限者，租賃雙方得隨時終止契約。故契約當事人於簽訂契約時，請記得約定得否於租賃期間終止租約，以保障自身權益。
- (二)租賃雙方雖約定不得終止租約，但如有本契約書範本第十四條或第十五條得終止租約之情形，因係屬法律規定，仍得終止租約。
- (三)定有期限之租賃契約，如約定租賃之一方於期限屆滿前，得終止契約者，其終止契約，應按照本契約書範本第十一條約定先期通知他方。

#### 十二、房屋之返還

- (一)承租人返還房屋時，如有附屬設備清單或拍照存證相片，宜由租賃雙方會同逐一檢視點交返還。
- (二)承租人返還房屋時，如未將戶籍或商業登記或營業(稅籍)登記遷出，房屋所有權人得依戶籍法或商業登記法或營業登記規則等相關規定，證明無租借房屋情事，向房屋所在地戶政事務所或主管機關申請遷離或廢止。

#### 十三、出租人終止租約

不定期之房屋租賃，承租人積欠租金除擔保金抵償外達二個月以上時，依土地法第一百條第三款之規定，出租人固得收回房屋。惟該條款所謂因承租人積欠租金

之事由收回房屋，應仍依民法第四百四十條第一項規定，對於支付租金遲延之承租人，定相當期限催告其支付，承租人於其期限內不為支付者，始得終止租賃契約。在租賃契約得為終止前，尚難謂出租人有收回房屋請求權存在。(最高法院四十二年台上字第一一八六號判例)

#### 十四、疑義處理

- (一)本契約書範本所訂之條款，均不影響承租人依消費者保護法規定之權利。
- (二)本契約各條款如有疑義時，依消費者保護法第十一條第二項規定，應為有利於承租人之解釋。惟承租人為再轉租之二房東者，因二房東所承租之房屋非屬最終消費，如有契約條款之疑義，尚無消費者保護法有利於承租人解釋之適用。

#### 十五、消費爭議處理

因本契約發生之消費爭議，雙方得依下列方式處理：

- (一)依直轄市縣(市)不動產糾紛調處委員會設置及調處辦法規定申請調處。
- (二)依消費者保護法第四十三條及第四十四條規定，承租人得向出租人、消費者保護團體或消費者服務中心申訴；未獲妥適處理時，得向租賃房屋所在地之直轄市或縣(市)政府消費者保護官申訴；再未獲妥適處理時得向直轄市或縣(市)消費爭議調解委員會申請調解。
- (三)依鄉鎮市調解條例規定向鄉鎮市(區)調解委員會申請調解，或依民事訴訟法第四百零三條及第四百零四條規定，向房屋所在地之法院聲請調解或進行訴訟。

#### 十六、租賃契約之效力

為確保私權及避免爭議，簽訂房屋租賃契約時不宜輕率，宜請求公證人就法律行為或私權事實作成公證書或認證文書。

#### 十七、契約分存

訂約時務必詳審契約條文，由雙方簽章或按手印，寫明戶籍、通訊住址及統一編號並分存契約，以免權益受損。

#### 十八、確定訂約者之身分

- (一)簽約時應先確定簽訂人之身分，例如國民身分證、駕駛執照或健保卡等身分證明文件之提示。如未成年人(除已結婚者外)訂定本契約，應依民法規定，經法定代理人或監護人之允許或承認。若非租賃雙方本人簽約時，應請簽約人出具授權簽約同意書。
- (二)出租人是否為屋主或二房東，可要求出租人提示產權證明如所有權狀、登記謄本或原租賃契約書(應注意其租賃期間有無禁止轉租之約定)。

#### 十九、經紀人簽章

房屋租賃若透過不動產經紀業辦理者，應由該經紀業指派經紀人於本契約簽章。

Promulgated by the Ministry of the Interior as per the Announcement of Tai-Nei-Zhong-Di-Zi No. 0910083141 dated January 30, 2002 (Passed at the 86th meeting of the Consumer Protection Commission under the Executive Yuan)

Amended and promulgated by the Ministry of the Interior as per the Announcement of Nei-Shou-Zhong-Ban-Di-Zi No. 1051305386 dated June 23, 2016 (Passed at the 47th meeting of the Consumer Protection Committee under the Executive Yuan)

Rights to review this Agreement

This Agreement was brought back by the Tenant on

\_\_\_\_\_ and reviewed for \_\_\_\_\_ days

(the minimum review period is three days).

Signature/Seal of the Tenant:

Signature/Seal of the Landlord:

# Sample Residential Lease Agreement

Edited by the Ministry of the Interior

June 2016

This Agreement is entered into by and between \_\_\_\_ (the “Tenant”) and \_\_\_\_ (the “Landlord”) [who is  the owner  a sublessor (shall present proof of permission from the original owner to sublet the premises)]. In consideration of the mutual covenants regarding the leasing of the premises, the parties hereby agree as follows:

### Article 1 Leased premises

#### 1. Location of the premises

- (1) Address: \_\_ Floor, No. \_\_, Alley \_\_, Lane \_\_, Section \_\_, \_\_\_\_\_ Street/Road, \_\_\_\_\_ Township/City/District, \_\_\_\_\_ City/County (site location: Land No. \_\_, Subsection \_\_, Section \_\_)
- (2) Individual unit: Building No.: \_\_; extent of ownership: \_\_\_\_; total area: \_\_ m<sup>2</sup>
  1. Area of the main building: \_\_ floor \_\_ m<sup>2</sup>, \_\_ floor \_\_ m<sup>2</sup>, \_\_ floor \_\_ m<sup>2</sup>, totaling \_\_ m<sup>2</sup>; purpose: \_\_
  2. Annex: purpose: \_\_; area: \_\_ m<sup>2</sup>
- (3) Common areas: Building No.: \_\_; extent of ownership: \_\_\_\_; area owned: m<sup>2</sup>
- (4) Creation of other rights:  yes  no; if yes, the type of rights: \_\_\_\_\_
- (5) Foreclosure registration:  yes  no

#### 2. Leased area

- (1) House:  whole  part: \_\_ floor  \_\_ unit(s)  Room No. \_\_; area: \_\_ m<sup>2</sup> (see the leased area marked out in the house location and layout plan)
- (2) Parking space:
  - ① Type and assigned number of the parking space: \_\_ floor above ground/underground  surface parking space  mechanical parking space; assigned number: \_\_; number of parking spaces: \_\_
  - ② Period of use:  
 all day  daytime  nighttime  others \_\_\_\_ (not required if not applicable)
- (3) Leased auxiliary equipment:  
Auxiliary equipment:  yes  no; if yes, see the confirmation form for the current status of the leased premises enclosed herein for more details unless a list of auxiliary equipment is separately provided
- (4) Others: \_\_\_\_

### Article 2 Term of the lease

The term of the lease commences on \_\_\_\_\_ and ends on \_\_\_\_\_.

### Article 3 Rental agreement and payments

The monthly rent payable by the Tenant is NT\$ \_\_. \_\_ month(s) of rent shall be paid for each period. The rent is due by the \_\_ day of each  month  period. No delay or refusal of payment is allowed for any reason. The Landlord shall not randomly request an adjustment in the rent.

Rental payment method:  cash  wire transfer: financial institution: \_\_\_\_; account name: \_\_\_\_; account number: \_\_\_\_;  others: \_\_\_\_

### Article 4 Security deposit (deposit) agreement and refund

The parties agree that the security deposit (deposit) shall be \_\_ month's/months' rent, totaling NT\$ \_\_ (the maximum amount shall not exceed the total amount of two months' rent). The Tenant shall pay the deposit to the Landlord at the time of execution of this Agreement.

Except for the circumstances set forth in Paragraph 3 of Article 11, Paragraph 4 of Article 12, and Paragraph 2 of Article 16, the Landlord shall refund the security deposit (deposit) set forth in the preceding paragraph to the Tenant when the term of the lease ends or the Tenant returns the premises upon expiration of this Agreement.

### Article 5 Payment of relevant charges during the term of the lease

Relevant charges incurred during the term of the lease:

1. Administration fees:

- to be paid by the Landlord
- to be paid by the Tenant

House: NT\$ \_\_\_\_\_ per month

Parking space: NT\$ \_\_\_\_\_ per month

In case of an increase in such fees due to reasons not attributable to the parties during the term of the lease, the Tenant shall pay up to 10% of the additional amount; in case of a decrease in such fees, the Tenant shall pay the lower amount.

- others: \_\_\_\_\_

2. Water charges:

- to be paid by the Landlord
- to be paid by the Tenant
- others: \_\_\_\_\_ (NT\$\_\_ per cubic meter for example)

3. Electricity charges:

- to be paid by the Landlord
- to be paid by the Tenant
- others: \_\_\_\_\_ (NT\$\_\_ per kilowatt hour for example)

4. Gas charges:

- to be paid by the Landlord
- to be paid by the Tenant
- others: \_\_\_\_\_

5. Other charges and the method of payment thereof: \_\_\_\_\_

**Article 6 Tax burdens**

Any taxes and service fees related to this Agreement shall be handled as agreed to below:

1. The house tax and land value tax shall be paid by the Landlord.
2. The stamp tax on receipts of monetary payments shall be paid by the Landlord.
3. Service fees for execution of this Agreement: NT\$ \_\_\_\_\_

- to be paid by the Landlord
- to be paid by the Tenant
- to be paid equally by the parties
- others: \_\_\_\_\_

4. Notary fees: NT\$ \_\_\_\_\_

- to be paid by the Landlord
- to be paid by the Tenant
- to be paid equally by the parties
- others: \_\_\_\_\_

5. Service fees for notarization: NT\$ \_\_\_\_\_

- to be paid by the Landlord
- to be paid by the Tenant
- to be paid equally by the parties
- others: \_\_\_\_\_

6. Other taxes and the method of payment thereof: \_\_\_\_\_

**Article 7 Restrictions on the use of the premises**

The premises shall be used for residential purposes. Change of purpose is not allowed unless otherwise permitted by the Landlord.

The Tenant agrees to obey the regulations for inhabitants. No illegal use or storage of any explosive or flammable articles that affect public safety is allowed.

The Landlord  agrees  does not agree to sublet, lend, or offer by any other means the premises, in whole or in part, for use by other parties, or to transfer his/her rights to lease to other parties.

If the Landlord agrees to sublet the premises as set forth in the preceding paragraph, the  
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Tenant shall present proof of permission from the Landlord to sublet the premises.

#### **Article 8 Repairs and renovation**

In the event that the premises or auxiliary equipment is damaged and in need of repairs, the Landlord shall be responsible for such repairs. However, the provision does not apply when the parties agree otherwise, when the parties have different customs, or when the damage is attributable to the Tenant.

If the Landlord is responsible for repairs, as set forth in the preceding paragraph, but fails to do so within the period of time specified by the Tenant, the Tenant may carry out the repairs by himself/herself and request the Landlord to repay the costs incurred or deduct the costs from the rent agreed under Article 3.

In the event that the facilities of the premises are in need of renovation, the Tenant may carry out installations by himself/herself in accordance with applicable laws and regulations only after obtaining permission from the Landlord. However, any installations shall not adversely affect the structural safety of the original construction.

When returning the premises in the conditions set forth in the preceding paragraph, the Tenant shall  be responsible for restoring the premises to their original condition  return the premises as they are  meet other requirements: \_\_\_\_\_.

#### **Article 9 Responsibilities of the Tenant**

The Tenant shall maintain the premises with the due care of a good administrator. In the event of a breach of such duty of care, the Tenant shall be responsible for providing compensation for any damage or destruction caused to the premises. However, the provision does not apply when the use or profit collection by means of the agreed method or based on the properties of the premises causes damage or destruction of the premises.

#### **Article 10 Partial destruction of the premises**

If, due to reasons not attributable to the Tenant, part of the premises is destroyed during the term of the lease, the Tenant may request a reduction of the rent for the part destroyed.

#### **Article 11 Early termination of this Agreement**

The parties  may  shall not terminate this Agreement before it expires.

Either party may terminate this Agreement, as agreed, by giving a  one-month  \_\_\_\_\_ month advance notice to the other party. If either party terminates this Agreement without an advance notice, the party shall compensate the other party by providing \_\_\_ month's (no more than one month) rent as a penalty.

The penalty required from the Tenant in the preceding paragraph may be provided by deducting the same amount from the security deposit (deposit) set forth in Article 4.

In the event that this Agreement is terminated in accordance with Paragraph 2 before it expires, the Landlord shall refund the rent collected in advance to the Tenant.

#### **Article 12 Return of the premises**

The Tenant shall, immediately after the end of the term of the lease or upon termination of this Agreement, return the premises to the Landlord and complete a move-out procedure for household registration or other kinds of registration.

For the purpose of returning the premises as prescribed in the preceding paragraph, the parties shall jointly complete the inspection of the condition of the premises and equipment. The failure of either party to join the inspection and failure to do so again within a reasonable period of time specified by the other party by means of a reminder notice shall be deemed as completion of the inspection.

If the Tenant fails to return the premises as agreed under Paragraph 1, the Landlord may request the Tenant to pay an amount equivalent to the rent calculated on a monthly basis for the period when the premises are not returned, and may request a penalty in the amount of the rent calculated on a monthly basis for such a period (the rent shall be calculated on a daily basis if the period is less than a month) until the Tenant returns the premises.

The Landlord may deduct the aforesaid amount and relevant charges that the Tenant has not paid from the security deposit (deposit) set forth in Article 4.

#### **Article 13 Transfer of the ownership of the premises**

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This Agreement will continue to bind the transferee even if the Landlord transfers the ownership to a third party after delivery of the premises and during the occupancy by the Tenant.

If the circumstance mentioned in the preceding paragraph occurs, the Landlord shall hand over the security deposit (deposit) and the rent collected in advance to the transferee, and shall notify the Tenant in writing.

The provisions of the preceding two paragraphs do not apply to this Agreement if it is not notarized and the term is over five years or is indefinite.

#### **Article 14 Termination of this Agreement by the Landlord**

The Landlord may terminate this Agreement if the Tenant falls under any of the following circumstances:

1. Where the overdue rent amounts to two months' rent and the Tenant still fails to pay the rent within a reasonable period of time specified by the Landlord by means of a reminder notice;
2. Where the use violates the provisions of Article 7;
3. Where the use violates the provisions of Paragraph 3 of Article 8;
4. Where the outstanding amount of administration fees or other charges payable is equivalent to two months' rent and the Tenant still fails to pay such fees or charges within a reasonable period of time specified by the Landlord by means of a reminder notice.

#### **Article 15 Termination of this Agreement by the Tenant**

The Tenant may terminate this Agreement if the Landlord falls under any of the following circumstances:

1. Where the Landlord shall be responsible for the necessary repairs of the damaged premises but fails to complete the repairs within a reasonable period of time specified by the Tenant by means of a reminder notice;
2. Where the circumstance set forth in Article 10 occurs, and the negotiation over a rent reduction cannot be concluded or the remaining part of the premises cannot serve the purpose of being leased;
3. Where the premises are defective and may endanger the safety or health of the Tenant or his/her cohabitant(s).

#### **Article 16 Disposal of items left behind**

Any items left behind by the Tenant after the end of the term of the lease or termination of this Agreement shall be disposed of in the following manners:

1. If the Tenant has returned the premises, the Landlord can freely dispose of such items.
2. If the Tenant has not returned the premises, the Landlord shall give a reminder notice and specify a reasonable period of time for removing such items. Items that are not removed within the specified period of time shall be deemed as waste and can be freely disposed of by the Landlord.

The costs required for disposing of the items left behind, as prescribed in the preceding paragraph, shall first be deducted from the security deposit (deposit). The Landlord may request the Tenant to pay for any shortfall.

#### **Article 17 Service and delivery of notices**

Unless this Agreement provides otherwise, the notices sent between the Landlord and the Tenant shall be delivered to the addresses stated in this Agreement if sent by post, and may be sent via  e-mail  SMS  other methods: \_\_\_ (notices shall be sent by post if no delivery method is agreed upon). If a notice cannot be received (including the case of rejection) due to the failure to notify the other party of a change of address or \_\_\_, the date of first postal delivery or notification by the other party shall be assumed as the date of arrival.

#### **Article 18 Settlement of doubts**

If any doubts arise from the terms of this Agreement, interpretations shall be made in favor of the Tenant.

## **Article 19 Other agreements**

The parties agree  to notarize  not to notarize this Agreement.

If this Agreement is notarized, the parties  do not agree  agree to indicate the necessity of compulsory enforcement for the following matters in the notarial certificate:

- 1. The Tenant fails to return the premises after the end of the term of the lease.
- 2. The Tenant fails to pay any overdue rent, administration fees paid by the Landlord on behalf of the Tenant, or amount payable due to violation of this Agreement, as required in this Agreement.
- 3. The Landlord shall refund the security deposit (deposit), in whole or in part, at the end of the term of the lease or upon termination of this Agreement.

If compulsory enforcement for monetary liabilities is indicated in the notarial certificate, the guarantor, if any, shall be subject to Subparagraph \_\_ of the latter part of the preceding paragraph.

## **Article 20 Settlement of disputes**

The parties may settle any dispute arising from this Agreement in the following manners:

1. Applying for conciliation by the Committee on Real Estate Dispute Conciliation in the municipality, city, or county where the premises are located;
2. Applying for mediation by the Consumer Dispute Mediation Commission in the municipality, city, or county;
3. Applying for mediation by the Mediation Committee in the township, city, or district;
4. Filing a mediation petition or lawsuit with the court that has jurisdiction over where the premises are located.

## **Article 21 Effects of this Agreement and relevant appendices**

This Agreement shall become effective on the date of execution. Each party shall retain an original copy of this Agreement.

The advertisements and relevant appendices of this Agreement shall be considered part of this Agreement.

The rights and obligations defined in this Agreement shall bind the successors of the parties.

## **Article 22 Handling of matters not covered**

Any matters not covered by this Agreement shall be settled in a fair manner based on applicable laws and regulations, customs, and the principles of equality, reciprocity, honesty, and credibility.

## **Appendices**

- Photocopy of the building ownership certificate
- Photocopy of the usage license
- Photocopies of the ID cards of the parties
- Photocopy of the ID card of the guarantor
- Letter of consent to authorize the representative to execute this Agreement
- Confirmation form for the current status of the leased premises
- List of auxiliary equipment
- House location and layout plan
- Others (result maps of building surveys and/or photos of current interior conditions)

## **The parties**

### **The Landlord:**

Name: \_\_\_\_\_ Signature/Seal \_\_\_\_\_  
ID number/business administration number: \_\_\_\_\_  
Permanent address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Responsible person: \_\_\_\_\_ (Signature/Seal) \_\_\_\_\_

ID number:  
E-mail address:

**The Tenant:**

Name: Signature/Seal  
ID number:  
Permanent address:  
Mailing address:  
Telephone:  
E-mail address:

**The guarantor:**

Name: (Signature/Seal)  
ID number:  
Permanent address:  
Mailing address:  
Telephone:  
E-mail address:

**The real estate broking agency:**

Name (company or firm):  
Address:  
Telephone:  
Business administration number:  
Responsible person: (Signature/Seal)  
ID number:  
E-mail address:

**The real estate agent:**

Name: (Signature/Seal)  
ID number:  
Mailing address:  
Telephone:  
Certificate number:  
E-mail address:

Date:

## Confirmation Form for the Current Status of the Leased Premises

Date of completion of the form:

Item	Details	Notes
1	<input type="checkbox"/> Including <input type="checkbox"/> Not including unregistered reconstructions, extensions, additions, and illegal constructions: <input type="checkbox"/> First floor ___ m <sup>2</sup> <input type="checkbox"/> ___ floor ___ m <sup>2</sup> <input type="checkbox"/> Top floor ___ m <sup>2</sup> <input type="checkbox"/> Others ___ m <sup>2</sup>	In the case of an illegal construction (building for which no extension or addition application has been filed according to law), the Landlord shall be sure to offer an explanation so that the Tenant is fully aware of the possibility of the illegal building being demolished at any time or other risks.
2	Building type: _____ Current layout of the building: ___ bedroom(s) ___ living/dining room(s) ___ bathroom(s) <input type="checkbox"/> with <input type="checkbox"/> without partitions	1. Building types: (1) General buildings: townhouses and villas (individual ownership and no shared areas) (2) Strata titled buildings: apartments (with five floors or less and no elevators), townhouses, shops (stores), commercial office buildings, residential or multi-purpose buildings (with 11 floors or more and elevators), condominiums (with ten floors or less and elevators), studios (one bedroom, one living/dining room, and one bathroom), etc. (3) Other special buildings: such as factories, factory and office buildings, farmhouses, warehouses, and other types 2. Current layout (such as the number of bedrooms, living/dining rooms, and bathrooms as well as the existence of partitions or not)
3	Type of parking space <input type="checkbox"/> ramp/surface <input type="checkbox"/> lift/surface <input type="checkbox"/> ramp/mechanical <input type="checkbox"/> lift/mechanical <input type="checkbox"/> parking tower <input type="checkbox"/> ground level <input type="checkbox"/> others: ___ Assigned number: ___; individual ownership certificate: <input type="checkbox"/> yes <input type="checkbox"/> no An agreement on separate management of common property and drawings <input type="checkbox"/> are enclosed <input type="checkbox"/> are not enclosed.	
4	Fire protection equipment: <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> unknown; if yes, the equipment includes: (1) _____ (2) _____ (3) _____	
5	The water supply and drainage <input type="checkbox"/> are <input type="checkbox"/> are not normal.	
6	Condominium regulations: <input type="checkbox"/> yes <input type="checkbox"/> no; if yes, the regulations <input type="checkbox"/> are <input type="checkbox"/> are not enclosed.	

7	<p>The auxiliary equipment includes the following items:</p> <p><input type="checkbox"/> TV: __ (quantity) <input type="checkbox"/> TV stand: __ (quantity)</p> <p><input type="checkbox"/> sofa set: __ (quantity) <input type="checkbox"/> coffee table: __ (quantity)</p> <p><input type="checkbox"/> dining table: __ (quantity) <input type="checkbox"/> dining chair: __ (quantity)</p> <p><input type="checkbox"/> shoe cabinet: __ (quantity) <input type="checkbox"/> curtain set: __ (quantity)</p> <p><input type="checkbox"/> lamp: __ (quantity) <input type="checkbox"/> refrigerator: __ (quantity)</p> <p><input type="checkbox"/> washing machine: __ (quantity) <input type="checkbox"/> bookcase: __ (quantity)</p> <p><input type="checkbox"/> bedding set/headboard: __ (quantity)</p> <p><input type="checkbox"/> wardrobe set: __ (quantity) <input type="checkbox"/> dressing table: __ (quantity)</p> <p><input type="checkbox"/> desk chair: __ (quantity) <input type="checkbox"/> storage cabinet: __ (quantity)</p> <p><input type="checkbox"/> telephone: __ (quantity) <input type="checkbox"/> security equipment set: __ (quantity)</p> <p><input type="checkbox"/> microwave oven: __ (quantity) <input type="checkbox"/> dishwasher: __ (quantity)</p> <p><input type="checkbox"/> air conditioner: __ (quantity) <input type="checkbox"/> range hood: __ (quantity)</p> <p><input type="checkbox"/> kitchen counter: __ (quantity) <input type="checkbox"/> gas stove: __ (quantity)</p> <p><input type="checkbox"/> water heater: __ (quantity) <input type="checkbox"/> natural gas <input type="checkbox"/> others: _____</p>
<p>Landlord: _____ (signature/seal)</p> <p>Tenant: _____ (signature/seal)</p> <p>Real estate agent: _____ (signature/seal)</p> <p>Date when the signatures/seals are affixed: _____</p>	

## **Matters to be noted when entering into an agreement**

### **1. Scope of application**

This sample agreement serves as a reference for use by consumers and business operators when they enter into a residential lease agreement. The leased premises stated herein shall be used by the Tenant for residential purposes.

### **2. Rights to review the agreement**

If the Landlord is a business operator, he/she shall give the Tenant a reasonable period of up to 30 days to review all of the terms and conditions before entering into a standard form agreement with the Tenant.

In the event that the Landlord makes the Tenant waive the rights defined in the preceding paragraph by adopting the terms of a standard form agreement, the terms shall be invalid. If the Landlord fails to provide the agreement review period, as set forth in Paragraph 1, when entering into a standard form agreement with the Tenant, the terms thereof shall not constitute part of the agreement. However, the Tenant may still claim that such terms constitute part of the agreement (Paragraphs 1 to 3 of Article 11-1 of the Consumer Protection Act).

### **3. Definition of lease**

A lease is a contract whereby the parties agree that one of them shall let the other party use a thing or collect profits therefrom and the other shall pay a rent for it (Article 421 of the Civil Code). A lease agreement becomes effective when the parties agree on the rental object and the rent. To help the parties hereto clearly understand their stance and relationship in terms of rights and obligations, the party who pays the rent is referred to as the Tenant, and the party who delivers the object for lease is referred to as the Landlord.

### **4. Leased premises**

- (1) If registration has been completed for the extent of the leased premises, the records in the register shall prevail. If registration has not been completed, the house tax data certificate or actual survey results shall prevail.
- (2) In the event that not the whole premises are leased (for example, the studios or rooms on some of the floors are leased), the Landlord shall prepare a house location and layout plan and mark out the leased area to confirm the actual leased location or area of the premises.
- (3) To avoid any differences in perception between the parties in regard to whether or not unregistered reconstructions, extensions, additions, and illegal constructions or air conditioners, furniture, and other auxiliary equipment are included in the leased premises, the appendix "Confirmation Form for the Current Status of the Leased Premises" of this sample agreement may be used as a reference for confirmation by the parties, thereby eliminating any disputes.
- (4) When moving into the premises, the Tenant may request the Landlord to join him/her in inspecting the current condition of the premises and equipment and take photos as proof. If there is any auxiliary equipment, a list may be made as a reference for restoring the premises to the original condition when the premises are returned.

### **5. Term of the lease**

- (1) An agreement is required for premises that are leased for a period exceeding one year. A lease without an agreement shall be deemed to last for an indefinite period. The term of a lease agreement shall not exceed 20 years. A term that exceeds 20 years shall be reduced to 20 years.
- (2) If no definite period is set in a residential lease agreement, the parties may terminate the agreement at any time. However, the customs in favor of the Tenant shall prevail. Therefore, the parties may explicitly agree on the term of the lease when entering into an agreement, so as to protect their rights and interests.

### **6. Rent agreement and payment**

- (1) As stipulated in Paragraph 1 of Article 97 of the Land Act, in cities and municipalities, Sample Residential Lease Agreement.docx Residential Lease Agreement

house rent shall not exceed an amount equivalent to an annual interest of ten percent on the total declared value of the land and the buildings thereon.

- (2) According to the interpretation provided by the Ministry of the Interior as per the Letter of Tai-Nei-Di-Zi No. 805447 dated September 15, 1978, the term “cities and municipalities”, as used in Article 97 of the Land Act, shall refer to the regions where an urban plan has been promulgated and implemented according to law. Moreover, according to the interpretation provided by the Ministry of the Interior as per the Letter of Tai-Nei-Di-Zi No. 87103 dated May 24, 1982, the term “house”, as used in the same article, shall refer to the premises used for residential purposes.

#### **7. Security deposit (deposit) agreement and refund**

- (1) As stipulated in Article 99 of the Land Act, the amount of the security deposit (deposit) shall not exceed the total amount of two months’ rent. If the amount of the security deposit (deposit) exceeds the said limit, the Tenant may use the amount in excess of the limit to counterbalance the rent. The Tenant may still negotiate with the Landlord regarding the amount of the security deposit (deposit) within the range of up to the total amount of two months’ rent. Since this act involves private rights, the law does not forbid any agreements that exempt the Tenant from paying the security deposit (deposit). According to the interpretation provided by the Ministry of the Interior as per the Letter of Nei-Shou-Zhong-Ban-Di-Zi No. 1026038908 dated October 3, 2013, the limit on the security amount is imposed on the premises used for residential purposes. The security amount payable for the premises used for business purposes is not subject to the limit set forth in Article 99 of the Land Act.
- (2) When paying the security deposit (deposit) or the rent, the Tenant shall request the Landlord to sign a receipt or indicate the reception of such payment on the copy of the lease agreement held by the Tenant. In the case of payment via wire transfer, the wire transfer receipt shall be retained. Moreover, when refunding the security deposit (deposit) to the Tenant, the Landlord shall also request the Tenant to sign a receipt or indicate the reception of such a refund on the copy of the lease agreement held by the Landlord.

#### **8. Payment of relevant charges during the term of the lease**

- (1) In practice, there are various types of relevant charges that may be incurred by the use of premises, such as water, electricity, and gas charges and administration fees. Such charges are included in the rent in some agreements, while other agreements require that such charges be paid separately by the Tenant or be paid jointly by the parties. The parties may specify in advance the amount or method of splitting the payment by the parties in the agreement, so as to avoid future disputes.
- (2) With respect to relevant charges and the method of payment thereof in the event that not the whole premises are leased (for example, the studios or rooms on some of the floors are leased), the parties may specify in advance the amount or method of splitting the payment by the parties in the agreement based on the actual circumstances of the lease, such as calculating the amount of electricity charges payable per kilowatt hour based on the meter readings for each room.

#### **9. Restrictions on the use of the premises**

- (1) The Tenant shall use the leased premises or collect profits therefrom in the methods as agreed upon, and shall exercise all rights and fulfill all obligations in accordance with the regulations and comply with the matters mutually agreed by the inhabitants.
- (2) As stipulated in Paragraph 1 of Article 443 of the Civil Code, if the leased property is a house, the Tenant may sublet part of it to a third party, unless the contrary intention of the Landlord appears in the agreement. Hence, the Tenant may sublet part of the premises to a third party if the Landlord does not forbid subletting in the agreement.
- (3) The leased premises stated in this sample agreement shall be used by the Tenant for residential purposes, not for business purposes. The Landlord may forbid the Tenant to apply for a company registration, business registration, and business tax

registration.

#### **10. Repair and renovation**

- (1) As stipulated in Paragraph 1 of Article 429 of the Civil Code, the Landlord shall be responsible for the repairs of the premises or auxiliary equipment, unless otherwise provided by the agreement or customs.
- (2) The obligations of the Landlord concerning repairs are to ensure that the Tenant can use the leased property or collect profits therefrom as agreed upon. If the Tenant adds anything to the leased property, the Landlord is not obliged to repair such additions (Precedent of (63)-Tai-Shang-Zi No. 99 of the Supreme Court).
- (3) The parties may verify whether there are any leakages in the premises prior to delivery of the premises. If there are any leakages, the parties may reach an agreement on the method to address this issue (such as repairs by the Landlord before delivery of the premises, delivery of the premises as they are, rent reduction, or repairs by the Tenant).

#### **11. Early termination of the agreement**

- (1) If a definite term is set for a lease, the relationship between the Landlord and the Tenant will cease to exist at the end of the term. If no definite term is set, the parties may terminate the agreement at any time. Thus, when entering into an agreement, the parties shall remember to reach an agreement on whether they may terminate the agreement during the term of the lease, so as to protect their own rights and interests.
- (2) Notwithstanding the agreement of the parties to forbid termination of the agreement, the parties may terminate the agreement if the circumstances for termination of the agreement set forth in Article 14 or 15 of this sample agreement occur because these are provisions of law.
- (3) If it is agreed in a lease agreement with a definite term that either party may terminate the agreement before the end of the term, the party terminating the agreement shall give an advance notice to the other party in accordance with Article 11 of this sample agreement.

#### **12. Return of the premises**

- (1) When the Tenant returns the premises, the parties may jointly review and inspect each item on the list of auxiliary equipment or photos taken as proof, if any.
- (2) If the Tenant fails to complete the move-out procedure for the household or business registration or business tax registration when returning the premises, the owner of the premises may prove the non-existence of such a lease and apply to the household registration office or another competent authority that has jurisdiction over where the premises are located for removing or revoking the registration in accordance with applicable regulations such as the Household Registration Act, Business Registration Act, and Regulations Governing Business Registration.

#### **13. Termination of the agreement by the Landlord**

According to Subparagraph 3 of Article 100 of the Land Act, the Landlord may recover possession of the premises leased for an indefinite term if the cumulative amount of rent which the Tenant has failed to pay equals or exceeds two months' rent after the security deposit is used to counterbalance the amount in arrears. However, the recovery of possession of the premises due to overdue rent on the part of the Tenant, as set forth in the subparagraph, shall still be subject to Paragraph 1 of Article 440 of the Civil Code, which stipulates that the Landlord may request the Tenant to pay the overdue rent within a reasonable period of time by means of a reminder notice. The Landlord may terminate the lease agreement only when the Tenant fails to make the payment within the said period of time. It is difficult to suggest that the Landlord has the right to claim the repossession of the premises before the lease agreement may be terminated (Precedent of (42)-Tai-Shang-Zi No. 1186 of the Supreme Court).

#### **14. Settlement of doubts**

- (1) The terms of this sample agreement do not affect the rights of the Tenant, as specified

in the Consumer Protection Act.

- (2) If any doubts arise from the terms of this Agreement, interpretations shall be made in favor of the Tenant in accordance with Paragraph 2 of Article 11 of the Consumer Protection Act. However, if the Tenant is a middleman who sublets the premises, the premises rented by the middleman are not the object of final consumption. Thus, the provisions of the Consumer Protection Act which require interpretations in favor of the Tenant do not apply to any doubts arising from the terms of the agreements made by the middleman.

#### **15. Settlement of consumer disputes**

The parties may settle any consumer disputes arising from the agreement in the following manners:

- (1) An application for conciliation may be submitted in accordance with the Regulations of Governing Establishment and Conciliation by Committees on Real Estate Dispute Conciliation at Municipality /City/County Levels.
- (2) According to Articles 43 and 44 of the Consumer Protection Act, the Tenant may file a complaint with the Landlord, a consumer protection group, or a consumer service center. If the complaint has not been properly handled, a further complaint may be filed with a consumer ombudsman of the government of the municipality, city, or county where the leased premises are located. If the complaint is still not properly handled, an application for mediation may be submitted to the Consumer Dispute Mediation Commission in the municipality, city, or county.
- (3) An application for mediation may be submitted to the Mediation Committee in the township, city, or district in accordance with the Township and County-Administered City Mediation Act. Alternatively, a mediation petition or lawsuit may be filed with the court that has jurisdiction over where the premises are located in accordance with Articles 403 and 404 of the Code of Civil Procedure.

#### **16. Effects of a lease agreement**

To protect private rights and avoid disputes, the parties shall exercise due caution when entering into a residential lease agreement, and may request a notary public to produce a notarial certificate or accreditation document for the juristic acts or facts about the private rights involved.

#### **17. Retention of copies of the agreement by each party**

When entering into an agreement, the parties shall be sure to carefully review the terms of the agreement, affix their signatures, seals, or fingerprints, indicate their permanent and mailing addresses and ID numbers, and the parties should each retain a copy or copies of the agreement, so as not to adversely affect their rights and interests.

#### **18. Confirmation of the identity of the parties**

- (1) The parties shall confirm their identity by presenting such identity documents as ID cards, driver's licenses, and health insurance cards before executing the agreement. If any of the parties to the agreement is a minor (except for a married minor), approval or acknowledgement from the minor's legal representative or guardian is required in accordance with the provisions of the Civil Code. If the agreement is not executed by the parties themselves, the persons executing the agreement shall present letters of consent to authorize them to execute the agreement.
- (2) In order to verify whether the Landlord is the owner or a middleman, the Tenant may request the Landlord to provide proof of ownership, such as an ownership certificate, registration transcript, and the original lease agreement (attention shall be paid to see if there is any agreement that forbids subletting during the term of the lease).

#### **19. Signature/Seal of the agent**

If the lease of the premises is handled through a real estate agency, the agent designated by the agency shall affix his/her signature or seal to the agreement.