

Model
Tenancy Agreement
房屋租賃契約範本

Provided by

Tsuei Ma-Ma Foundation for Housing and Community Services

Telephone: (02) 2365-8140 extension 136~139

Address: 2F, No.2-3, Lane 269, Sec. 3, Roosevelt Rd., Da-an District, Taipei 106, Taiwan

Website: <http://www.tmm.org.tw>

e-mail : tmm2.org@msa.hinet.net

Service Hours: 1:00~5:00pm ; 7:00pm~9:00, Monday through Friday.

提供者：

財團法人崔媽媽基金會

電話：(02) 2365-8140

地址：台北市 106 大安區羅斯福路三段 269 巷 2-3 號 2 樓

崔媽媽社區生活資訊網：<http://www.tmm.org.tw>

e-mail : tmm2.org@msa.hinet.net

服務時間：週一至週五，下午 1-5 時，晚上 7-9 時。

TENANCY AGREEMENT

房屋租賃契約

This Tenancy Agreement (the "Agreement") is made on the _____ day of _____ by and between _____ (the "Landlord") and _____ (the "Tenant").

立契約書人：出租人 (以下簡稱為甲方)

承租人 (以下簡稱為乙方)

立契約日：_____年_____月_____日

WHEREAS, the Tenant intends to lease from the Landlord the "Premises" (defined herein below) and the Landlord agrees to lease to the Tenant the "Premises" in accordance and under the terms and conditions set forth herein. NOW, THEREFORE, the parties hereby agree as follows:

茲因房屋租賃事件，雙方合意訂立本契約，約款如左：

1. Premises; Use of the Premises

第一條：租賃標的所在地、使用範圍及使用目的

The leasing premises (the "Premises") are located at _____, comprising of _____ whole area/ _____ room(s)/ _____ suite(s), and the total area of the Premises are _____ pings (1 ping equals 36 square feet).

房屋座落：縣(市) 市(鄉、鎮、區) 里 鄰 路(街) 段 巷 弄 號
樓

使用範圍：上述房屋全部\房間 間\套房 間

總坪數：_____ 坪

The Premises shall be used for residential/business/other (please specify) purposes.

使用目的：住家\營業\其他()

2. Term of the Agreement

第二條：租賃期間

Unless earlier terminated under other provisions of this Agreement, the Agreement shall have a term of _____ year(s) _____ month(s), commencing on _____ and expiring on _____ (the "Term").

自民國 _____ 年 _____ 月 _____ 日起至民國 _____ 年 _____ 月 _____ 日止，計 _____ 年 _____ 月。

3. Rentals and Deposit

第三條：租金及押租金

(1) During the Term, the Tenant shall pay monthly rentals (the "Rental") to the Landlord for the Premises. The Rental for the Term shall be NT\$_____ per month. The Rental shall be due and payable on the _____ day of each calendar month during the Term.

租金每月新台幣（以下同）_____元整。乙方應於每月_____日前給付甲方。

(2) On the signing of this Agreement, the Tenant shall pay the Landlord a guarantee deposit (the "Deposit") in an amount of NT\$_____.

押租金_____元整。乙方應於簽訂本約之同時給付甲方。

(3) Upon the expiry or termination of this Agreement, the Landlord shall refund to the Tenant the amount of the Deposit without interest.

甲方應於乙方返還房屋時無息退還乙方。

4. Tax and Charges

第四條：稅費

(1) All Republic of China taxes in respect of the Premises, including, without limitation, the housing tax and land tax, shall be the responsibilities of the Landlord.

本租賃物應納之一切稅費，如房屋稅、地價稅等，皆由甲方自行負擔。

(2) Charges for electricity, water, and such other additional supplies of the Premises provided to the Tenant during the Term shall be the responsibilities of the Tenant.

租賃期間因使用本租賃物所產生之電費、自來水費、_____、除另有約定外，應由乙方負擔。

5. Sublease

第五條：轉租

The Tenant shall not assign, transfer, or sublease any of his rights to or interest in or obligations under this Agreement without the prior written approval of the Landlord.

未經甲方之同意，乙方不得將租賃權轉讓與第三人，亦不得將房屋轉租與第三人。

6. Repair and Improvement

第六條：修繕及改裝

(1) The repair or maintenance of the Premises arising from ordinary wear and tear shall be the responsibility of the Landlord.

房屋因自然使用所產生之耗損而有修繕之必要時，應由甲方負責修繕，不得拖延。

(2) Unless otherwise approved by the Landlord in advance, no improvement or construction of the Premises shall be made by the Tenant. Any improvement or construction of the premises made by the Tenant shall in no event damage the structure of the building.

乙方如有改裝設施之必要，應取得甲方之同意，但不得損害原有建築結構之安全。

7. Restrictions on Use

第七條：房屋之使用

No storage of any goods, illegal substances, explosives, flammable materials or dangerous articles is allowed. In the event of violation by or attribute to the Tenant of the restrictions set forth hereof or by any applicable laws of the Republic of China, the Tenant shall be solely and exclusively responsible for and answerable to all charges, liabilities and penalties for such violation, and shall hold the Landlord free and harmless from and indemnify and defend the landlord against any and all claims, liabilities and damages of the landlord arising from such violation. The Tenant shall fully comply with and abide by his obligations hereof and the requirements of all applicable Republic of China laws, as well as the provisions or regulations of the building where the Premises are located.

乙方不得將房屋供非法使用或存放危險物品，影響公共安全，若造成甲方之損害，願負一切責任。如租賃物所在地之公寓大廈住戶間就房屋及相關設施之使用有規約或其他決議者，乙方亦應遵守之。

8. Termination

第八條：違約之效果

In the event of the Tenant's breach of any of his obligations under this Agreement, including, without limitation, the Tenant's failure to pay Rentals for two calendar months during the Term, the landlord may by seven (7) days prior written notice terminate this Agreement, effective the last day of the calendar month in which such notice is given. Upon such termination or the Tenant's failure to re-convey the Premises upon the expiry of the Term, the Tenant shall pay the Landlord the proportion of the Rental due and payable as of the date of the termination as well as an amount equal to the sum of two months' Rentals to compensate the Landlord's loss and damage arising from such termination and as a penalty payment for such termination or breach.

乙方積欠租金達兩個月以上，經甲方催告限期繳納仍不支付時，甲方得終止本租約。乙方於終止租約經甲方定七日以上催告搬遷或租期屆滿已經甲方表示不再續約，而仍不交還房屋，自終止租約或租賃期滿之翌日起，乙方應給付甲方按房租比例所積欠之租金以及按房租貳倍計算之違約金。

9. Reconveyance of the Premises

第九條：租賃物之返還

Upon expiry or termination for whatever reason of this Agreement, the Tenant shall at his cost without delay vacate the Premises, re-convey the Premises to the landlord in the condition which

the Premises were first conveyed to the tenant upon commencement of this Agreement, ordinary wear and tear and improvements agreed by the Landlord during the Term excepted.

租賃關係消滅時，乙方應即日將租賃房屋回復原狀遷空返還甲方，不得拖延。如租賃房屋之改裝係經甲方之同意者，乙方以現狀遷空返還。

10. Jurisdiction

第十條：管轄法院

Any and all disputes arising from this Agreement shall be finally adjudicated upon by the _____ District Court and appellate courts thereof in the Republic of China.

如因本約所生紛爭，雙方同意以台灣 _____ 地方法院為管轄法院。

11. Governing Law

第十一條：誠信原則

This Agreement is governed by and shall be construed in all respects in accordance with the laws of Republic of China.

本約如有未盡事宜，雙方應本誠實信用原則，依民法等相關法令辦理。

12. Notice

第十二條：送達及不能送達之處置

All notices and other communications to be given by a party hereto to the other party shall be in writing, delivered by registered mail to the addresses specified below. A notice shall be deemed received by his addressee on the day which it is sent by registered mail in case of a change of address without prior notice(s).

出租人與承租人雙方相互間之通知，應以本契約所載之地址為準，其後如有變更未經書面告知他方，致無法送達或拒收者，以郵局第一次投遞之日期為合法送達之日期。

13. Miscellaneous (i. e. other terms and conditions agreed by the parties)

第十三條：特別約定事項：(雙方得自行議訂之特別條款)

- (1) The Tenant may terminate this Agreement before the expiry of the Term by written notice to this effect to the Landlord at least thirty (30) days before the date stated in such notice to be the date on which such termination takes effect; provided that the Tenant shall pay to the Landlord an amount equal to the sum of _____ months' Rentals to compensate the Landlord's loss and damage arising from such termination.

乙方得提前終止本約，但應於壹個月前通知甲方，並應另行給付甲方相當於 _____ 個月之租金金額。

(2)

(3)

IN WITNESS WHEREOF, the parties have THIS AGREEMENT executed on the date and year first above written.

恐口說無憑特立本契約書一式貳份

LANDLORD:

TENANT:

Name:

Address:

ROC ID No.:

Date of Birth:

Name:

Address:

ROC ID, ARC or Passport No.:

Date of Birth:

立契約書人

甲方：

戶籍地址：

身分證號碼：

出生年月日：

乙方：

戶籍地址：

身分證、外僑居留證或護照號碼：

出生年月日：

Date of Contract：

簽約日期：

REMARKS:

注意事項

1. These REMARKS are for references only and shall not be deemed as or integrated into part of this Agreement.

本注意事項僅促請訂約雙方注意，並非本約之一部分，無約束雙方之效力

2. Both parties shall review this Agreement carefully before execution. Parties may execute this Agreement by signing, sealing, or hand printing. The recording of domiciles and identification numbers of both parties is of essence.

訂約時務必詳審契約條文，由雙方簽名、蓋章或按手印，並寫明戶籍住址及身分證（或中華民國外僑居留證或護照）號碼，以免日後求償無門，請特別注意。

3. Be sure to confirm the identities of each party by his/her ID, Alien Resident Certificate or Passport.

In case that any party is under judicial age, the execution of this Agreement shall be agreed or made by his legal guardian.

訂約時應先確定訂約者之身分，如身分證、外僑居留證或護照等證明文件之提示。如立契約書人有一方為未成年人，應得法定代理人同意。

4. The Tenant may require the Landlord to submit supporting evidences of the Landlord's title of the Premises, such as the Title Certificate or a certified copy of the property registration of the Premises, or the Master Lease Agreement as evidence to his right to lease or sublease the Premises to the Tenant. In case of a sublease, the Tenant (sublessee) shall review the Master Lease Agreement to confirm of no restrictions on sublease and the Term of the Sublease shall not be more than the term of the Master Lease.

應注意房東是否為屋主或二房東，可要求房東提示產權證明如所有權狀、登記簿謄本或原租賃契約（應注意其租賃期間有無禁止轉租之約定）。

5. The appropriate amount of the penalty set forth in Section 13(1) is the amount equal to one month's Rental.

本約第十三條第一款之數額，應以相當於一個月租金之金額為適宜。

6. In accordance with Article 97, Section 1 of the Land Law, rental of the premises located in cities shall not exceed ten percent (10%) of the interest of the reporting value of the real property per annum. In addition, Article 99 of the Land Law provides that the appropriate amount of the guarantee deposit would be the amount equal to two months' Rentals. The exceeding amount of the guarantee deposit may be used to pay for or deducted from any Rental or any part thereof.

依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。另依土地法第九十九條之規定，押租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。

Note:

附註：

In accordance with the principles of equity and providing appropriate protection to the economically disadvantaged, this agreement template is drafted by Tsuei Ma-Ma Foundation for Housing and Community Services (or TMM Foundation) for the maintenance and advancement of a harmonious relationship between the leaser (landlord) and the lessee (tenant). Intention or action to reprint or adopt this template is welcome. TMM Foundation hereby waives all and any rights of action or other claims to the copyright of this template. Suggestions, criticism or other comments on this template are appreciated.

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