

住宅租賃契約書

中華民國91年1月30日內政部台內地字第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)

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政院消費者保護會第47次會議通過)

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契約審閱權

住宅租賃契約(以下簡稱本契約)於民國__年__月__日經承租人攜回審閱__日(契約審閱期間至少三日)。

出租人簽章：

承租人簽章：

租金收付款明細

押金金額：新臺幣_____元			出租人簽收_____	
應付款月份	租金金額	收付款日期	出租人簽收	備註
月				
月				
月				
月				
月				
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月				
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)】茲為住宅租賃事宜，雙方同意本契約條款如下：

第一條 租賃標的

(一)租賃住宅標示：

- 1、門牌__縣(市)__鄉(鎮、市、區)__街(路)__段__巷__弄__號__樓之__(基地坐落__段__小段__地號)。無門牌者，其房屋稅籍編號：__或其位置略圖。
- 2、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。
- 3、共有部分建號__，權利範圍__，持分面積__平方公尺。
- 4、車位：有(汽車停車位__個、機車停車位__個)無。
- 5、有無設定他項權利，若有，權利種類：_____。
- 6、有無查封登記。

(二)租賃範圍：

- 1、租賃住宅全部部分：第__層房間__間第__室，面積平方公尺(如「租賃住宅位置格局示意圖」標註之租賃範圍)。
- 2、車位(如無則免填)：
 - (1)汽車停車位種類及編號：
地上(下)第__層平面式停車位機械式停車位，編號第__號。
 - (2)機車停車位：地上(下)第__層編號第__號或其位置示意圖。
 - (3)使用時間：
全日日間夜間其他__。
- 3、租賃附屬設備：
有無附屬設備，若有，詳如附件一租賃標的現況確認書。

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。

(租賃期間至少三十日以上)

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__日
每期__前支付，不得藉任何理由拖延或拒絕；出租人於租賃期間亦不得藉任何理由要求調漲租金。

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 押金約定及返還

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。

前項押金，除有第十一條第四項、第十三條第三項、第十四條第四項及第十八條第二項得抵充之情形外，出租人應於租期屆滿或租賃契約終止，承租人返還租賃住宅時，返還押金或抵充本契約所生債務後之賸餘押金。

第五條 租賃期間相關費用之約定

租賃期間，使用租賃住宅所生之相關費用，依下列約定辦理：

(一)管理費：

由出租人負擔。

由承租人負擔。

租賃住宅每月_____元整。

停車位每月_____元整。

租賃期間因不可歸責於租賃雙方之事由，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：_____。

(三)電費：

由出租人負擔。

由承租人負擔。

以用電度數計費：

每期依電費單之「當期每度平均電價」計收。

每期每度_____元。但每度電費如有超過電費單之「當期每度平均電價」，應於結算時退還溢收電費。

(備註：公共設施電費未向台灣電力股份有限公司申辦分攤併入租賃標的電費內者，出租人不得額外收取。)

非以用電度數計費：

約定計費方式_____。

(備註：出租人所收取之每期電費總金額，不得超過該租賃標的電費單之每期電費總額。)

(四)瓦斯費：

由出租人負擔。

由承租人負擔。

其他：_____。

(五)網路費：

由出租人負擔。

由承租人負擔。

其他：_____。

(六)其他費用及其支付方式：_____。

第六條 稅費負擔之約定

本契約有關稅費，依下列約定辦理：

(一)租賃住宅之房屋稅、地價稅由出租人負擔。

(二)本契約租賃雙方同意辦理公證者，其公證費_____元整。

由出租人負擔。

由承租人負擔。

由租賃雙方平均負擔。

其他：_____。

(三)其他稅費及其支付方式：_____。

第七條 使用租賃住宅之限制

本租賃住宅係供居住使用，承租人不得變更用途。

承租人同意遵守公寓大廈規約或其他住戶應遵行事項，不得違法使用、存放有爆炸性或易燃性物品。

承租人應經出租人同意始得將本租賃住宅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，應出具同意書(如附件二)載明同意轉租之範圍、期間及得終止本契約之事由，供承租人轉租時向次承租人提示。

第八條 修繕

租賃住宅或附屬設備損壞時，應由出租人負責修繕。但租賃雙方另有約定、習慣或其損壞係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，承租人得定相當期限催告修繕，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。

出租人為修繕租賃住宅所為之必要行為，應於相當期間先期通知，承租人無正當理由不得拒絕。

前項出租人於修繕期間，致租賃住宅全部或一部不能居住使用者，承租人得請求出租人扣除該期間全部或一部之租金。

第九條 室內裝修

承租人有室內裝修之需要，應經出租人同意並依相關法令規定辦理，且不得損害原有建築結構之安全。

承租人經出租人同意裝修者，其裝修增設部分若有損壞，由承租人負責修繕。

第一項情形，承租人返還租賃住宅時，應負責回復原狀現況返還其他_____。

第十條 出租人之義務及責任

出租人應出示有權出租本租賃住宅之證明文件及國民身分證或其他足資證明身分之文件，供承租人核對。

出租人應以合於所約定居住使用之租賃住宅，交付承租人，並應於租賃期間保持其合於居住使用之狀態。

出租人與承租人簽訂本契約前，租賃住宅有由承租人負責修繕之項目及範圍者，出租人應先向承租人說明並經承租人確認（如附件三），未經約明確認者，出租人應負責修繕，並提供有修繕必要時之聯絡方式。

依第五條規定約定電費由承租人負擔者，出租人應提供承租人租賃標的之電費資訊。承租人亦得逕向台灣電力股份有限公司申辦查詢租賃期間之有關電費資訊。

第十一條 承租人之義務及責任

承租人應於簽訂本契約時，出示國民身分證或其他足資證明身分之文件，供出租人核對。

承租人應以善良管理人之注意，保管、使用租賃住宅。

承租人違反前項義務，致租賃住宅毀損或滅失者，應負損害賠償責任。但依約定之方法或依租賃住宅之性質使用、收益，致有變更或毀損者，不在此限。

前項承租人應賠償之金額，得由第四條第一項規定之押金中抵充，如有不足，並得向承租人請求給付不足之金額。

承租人經出租人同意轉租者，與次承租人簽訂轉租契約時，應不得逾出租人同意轉租之範圍及期間，並應於簽訂轉租契約後三十日內，以書面將轉租範圍、期間、次承租人之姓名及通訊住址等相關資料通知出租人。

第十二條 租賃住宅部分滅失

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

第十三條 任意終止租約之約定

本契約於期限屆滿前，除依第十六條及第十七條規定得提前終止租約外，租賃雙方得不得任意終止租約。

依前項約定得終止租約者，租賃之一方應至少於終止前一個月通知他方。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，得由第四條第一項規定之押金中抵充，如有不足，並得向承租人請求給付不足之金額。

租期屆滿前，依第一項終止租約者，出租人已預收之租金應返還予承租人。

第十四條 租賃住宅之返還

租賃關係消滅時，出租人應即結算租金及第五條約定之相關費用，並會同承租人共同完成屋況及附屬設備之點交手續，承租人應將租賃住宅返還出租人並遷出戶籍或其他登記。

前項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。

承租人未依第一項規定返還租賃住宅時，出租人應即明示不以不定期限繼續契約，並得向承租人請求未返還租賃住宅期間之相當月租金額，及相當月租金額計算之違約金(未足一個月者，以日租金折算)至返還為止。

前項金額與承租人未繳清之租金及第五條約定之相關費用，出租人得由第四條第一項規定之押金中抵充，如有不足，並得向承租人請求給付不足之金額或費用。

第十五條 租賃住宅所有權之讓與

出租人於租賃住宅交付後，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，其期限逾五年者，不適用前二項之規定。

第十六條 出租人提前終止租約

租賃期間有下列情形之一者，出租人得提前終止租約，且承租人不得要求任何賠償：

- (一)出租人為重新建築而必要收回。
- (二)承租人遲付租金之總額達二個月之租金額，經出租人定相當期限催告，仍不為支付。
- (三)承租人積欠管理費或其他應負擔之費用達二個月之租金額，經出租人定相當期限催告，仍不為支付。
- (四)承租人違反第七條第一項規定，擅自變更改用途，經出租人阻止仍繼續為之。
- (五)承租人違反第七條第二項規定，違法使用、存放有爆炸性或易燃性物品，經出租人阻止仍繼續為之。
- (六)承租人違反第七條第三項規定，擅自將租賃住宅轉租或轉讓租賃權予他人。
- (七)承租人毀損租賃住宅或附屬設備，經出租人定相當期限催告修繕仍不為修繕或相當之賠償。
- (八)承租人違反第九條第一項規定，未經出租人同意，擅自進行室內裝修，經出租人阻止仍繼續為之。
- (九)承租人違反第九條第一項規定，未依相關法令規定進行室內裝修，經出租人阻止仍繼續為之。
- (十)承租人違反第九條第一項規定，進行室內裝修，損害原有建築結

構之安全。

出租人依前項規定提前終止租約者，應依下列規定期限，檢附相關事證，以書面通知承租人。但依前項第五款及第十款規定終止者，得不先期通知：

- (一)依前項第一款規定終止者，於終止前三個月。
- (二)依前項第二款至第四款、第六款至第九款規定終止者，於終止前三十日。

第十七條 承租人提前終止租約

租賃期間有下列情形之一，承租人得提前終止租約，出租人不得要求任何賠償：

- (一)租賃住宅未合於所約定居住使用，並有修繕之必要，經承租人定相當期限催告，仍不於期限內修繕。
- (二)租賃住宅因不可歸責承租人之事由致一部滅失，且其存餘部分不能達租賃之目的。
- (三)租賃住宅有危及承租人或其同居人之安全或健康之瑕疵；承租人於簽約時已明知該瑕疵或拋棄終止租約權利者，亦同。
- (四)承租人因疾病、意外產生有長期療養之需要。
- (五)因第三人就租賃住宅主張其權利，致承租人不能為約定之居住使用。

承租人依前項各款規定提前終止租約者，應於終止前三十日，檢附相關事證，以書面通知出租人。但前項第三款前段其情況危急者，得不先期通知。

承租人死亡，其繼承人得主張終止租約，其通知期限及方式，準用前項規定。

第十八條 遺留物之處理

租賃關係消滅，依第十四條完成點交或視為完成點交之手續後，承租人仍於租賃住宅有遺留物者，除租賃雙方另有約定外，經出租人定相當期限向承租人催告，屆期仍不取回時，視為拋棄其所有權。

出租人處理前項遺留物所生費用，得由第四條第一項規定之押金中抵充，如有不足，並得向承租人請求給付不足之費用。

第十九條 履行本契約之通知

除本契約另有約定外，租賃雙方相互間之通知，以郵寄為之者，應以本契約所記載之地址為準。

如因地址變更未告知他方，致通知無法到達時，以第一次郵遞之日期推定為到達日。

第一項之通知得經租賃雙方約定以電子郵件信箱：手機簡訊即時通訊軟體以文字顯示方式為之。

第二十條 條款疑義處理

本契約各條款如有疑義時，應為有利於承租人之解釋。

第二十一條 其他約定

本契約租賃雙方同意不同意辦理公證。

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租賃住宅。
- 二、承租人未依約給付之欠繳租金、費用及出租人或租賃住宅所有權人代繳之管理費，或違約時應支付之金額。
- 三、出租人如於租期屆滿或本契約終止時，應返還承租人之全部或一部押金。

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。

第二十二條 契約及其相關附件效力

本契約自簽約日起生效，租賃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。

第二十三條 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

- 建物所有權狀影本或其他有權出租之證明文件
- 使用執照影本
- 雙方身分證明文件影本
- 保證人身分證影本
- 授權代理人簽約同意書
- 租賃標的現況確認書
- 出租人同意轉租範圍、租賃期間及終止租約事由確認書
- 承租人負責修繕項目及範圍確認書
- 附屬設備清單
- 租賃住宅位置格局示意圖
- 其他（測量成果圖、室內空間現狀照片、稅籍證明等）

立契約書人

出租人：

姓名(名稱)： 簽章

統一編號(身分證明文件編號)：

戶籍地址(營業登記地址)：

通訊地址：

聯絡電話：

承租人：

姓名(名稱)： 簽章

統一編號(身分證明文件編號)：

戶籍地址(營業登記地址)：

通訊地址：

聯絡電話：

保證人：

姓名(名稱)： 簽章

統一編號(身分證明文件編號)：

戶籍地址：

通訊地址：

聯絡電話：

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(身分證明文件編號)：

通訊地址：

聯絡電話：

證書字號：

電子郵件信箱：

民國 年 月 日

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"/> 其他處所：__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。 建物出租型態：____。	一、建物型態： (一)一般建物：單獨所有權無共有部 分（包括獨棟、連棟、雙併 等）。 (二)區分所有建物：公寓（無電 梯）、透天厝、店面（店鋪）、辦 公商業大樓、住宅大樓（十一層 含以上有電梯）、華廈（十層含 以下有電梯）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）。 三、建物出租型態： (一)整棟（戶）出租：指將一個門牌或 建號之整棟（戶）住宅出租。 (二)分層出租：指一棟多層建物，以 樓層為單位分別出租，例如三層 樓之透天厝住宅，將第二層樓出 租。 (三)獨立套房：指有獨立權狀，一房 （一廳）一衛之整戶住宅出租。 (四)分租套房：指無獨立權狀，為建 物內具獨立衛浴之房間出租。 (五)分租雅房：指無獨立權狀，為建 物內未具獨立衛浴之房間出租。

3	<p>汽車停車位種類及編號： 地上(下)第__層 <input type="checkbox"/> 平面式停車位 <input type="checkbox"/> 機械式停車位 <input type="checkbox"/> 其他__。 編號：第__號停車位__個，<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。 機車停車位：地上(下)第__層，編號 第__號車位__個或其位 置示意圖。</p>	
4	<p><input type="checkbox"/> 有 <input type="checkbox"/> 無住宅用火災警報器。 <input type="checkbox"/> 有 <input type="checkbox"/> 無其他消防設施，若有，項 目： (1)____(2)____(3)____。 <input type="checkbox"/> 有 <input type="checkbox"/> 無定期辦理消防安全檢查。</p>	<p>非屬應設置火警自動警報設備之住宅 所有權人應依消防法第六條第五項規 定設置及維護住宅用火災警報器。</p>
5	<p><input type="checkbox"/> 有 <input type="checkbox"/> 無滲漏水之情形，若有，滲漏 水處：__。 滲漏水處之處理： <input type="checkbox"/> 由出租人修繕後交屋。 <input type="checkbox"/> 由承租人修繕。 <input type="checkbox"/> 以現況交屋。 <input type="checkbox"/> 其他____。</p>	
6	<p><input type="checkbox"/> 有 <input type="checkbox"/> 無曾經做過輻射屋檢測？ 若有，請檢附檢測證明文件。 檢測結果 <input type="checkbox"/> 有 <input type="checkbox"/> 無輻射異常，若有異 常之處理： <input type="checkbox"/> 由出租人改善後交屋。 <input type="checkbox"/> 由承租人改善。 <input type="checkbox"/> 以現況交屋。 <input type="checkbox"/> 其他____。</p>	<p>七十一年至七十三年領得使用執照之 建築物，應特別留意檢測。行政院原 子能委員會網站已提供「現年劑量達1 毫西弗以上輻射屋查詢系統」供民眾 查詢輻射屋資訊，如欲進行改善，應 向行政院原子能委員會洽詢技術協 助。</p>

7	<input type="checkbox"/> 有 <input type="checkbox"/> 無曾經做過鋼筋混凝土中水溶性氯離子含量檢測(例如海砂屋檢測事項);若有,檢測結果:_____。 <input type="checkbox"/> 有 <input type="checkbox"/> 無超過容許值含量,若有超過之處理: <input type="checkbox"/> 由出租人修繕後交屋。 <input type="checkbox"/> 由承租人修繕。 <input type="checkbox"/> 以現況交屋。 <input type="checkbox"/> 其他_____。	一、八十三年七月二十一日以前, CNS3090無訂定鋼筋混凝土中最大水溶性氯離子含量(依水溶法)容許值。 二、八十三年七月二十二日至八十七年六月二十四日依建築法規申報施工勘驗之建築物,參照八十三年七月二十二日修訂公布之 CNS3090檢測標準,鋼筋混凝土中最大水溶性氯離子含量(依水溶法)容許值為0.6kg/m ³ 。 三、八十七年六月二十五日至一百零四年一月十二日依建築法規申報施工勘驗之建築物,鋼筋混凝土中最大水溶性氯離子含量參照八十七年六月二十五日修訂公布之 CNS3090檢測標準,容許值含量為0.3kg/m ³ 。 四、一百零四年一月十三日(含)以後依建築法規申報施工勘驗之建築物,鋼筋混凝土中最大水溶性氯離子含量參照一百零四年一月十三日修訂公布之 CNS 3090檢測標準,容許值含量為0.15kg/m ³ 。 五、上開檢測資料可向建築主管機關申請,不同時期之檢測標準,互有差異,租賃雙方應自行注意。
8	本租賃住宅(專有部分)是否曾發生兇殺、自殺、一氧化碳中毒或其他非自然死亡之情事: (1)於產權持有期間 <input type="checkbox"/> 有 <input type="checkbox"/> 無曾發生上列情事。 (2)於產權持有前 <input type="checkbox"/> 無上列情事。 <input type="checkbox"/> 知道曾發生上列情事。 <input type="checkbox"/> 不知道曾否發生上列情事。	
9	供水及排水 <input type="checkbox"/> 是 <input type="checkbox"/> 否正常,若不正常, <input type="checkbox"/> 由出租人修繕後交屋。 <input type="checkbox"/> 由承租人修繕。 <input type="checkbox"/> 以現況交屋。 <input type="checkbox"/> 其他_____。	

10	<input type="checkbox"/> 有 <input type="checkbox"/> 無公寓大廈規約或其他住戶應遵行事項；若有， <input type="checkbox"/> 有 <input type="checkbox"/> 無檢附規約或其他住戶應遵行事項。	
11	<input type="checkbox"/> 有 <input type="checkbox"/> 無管理委員會統一管理，若有租賃住宅管理費為 <input type="checkbox"/> 月繳新臺幣____元 <input type="checkbox"/> 季繳新臺幣____元 <input type="checkbox"/> 年繳新臺幣____元 <input type="checkbox"/> 其他____。 停車位管理費為 <input type="checkbox"/> 月繳新臺幣____元 <input type="checkbox"/> 季繳新臺幣____元 <input type="checkbox"/> 年繳新臺幣____元 <input type="checkbox"/> 其他____。 <input type="checkbox"/> 有 <input type="checkbox"/> 無積欠租賃住宅、停車位管理費；若有，新臺幣____元。	停車位管理費以清潔費名義收取者亦同。
12	附屬設備項目如下： <input type="checkbox"/> 電視__臺 <input type="checkbox"/> 電視櫃__件 <input type="checkbox"/> 沙發__組 <input type="checkbox"/> 茶几__件 <input type="checkbox"/> 餐桌(椅)__組 <input type="checkbox"/> 鞋櫃__件 <input type="checkbox"/> 窗簾__組 <input type="checkbox"/> 燈飾__件 <input type="checkbox"/> 冰箱__臺 <input type="checkbox"/> 洗衣機__臺 <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__組 <input type="checkbox"/> 餐桌椅__組 <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__臺 <input type="checkbox"/> 洗碗機__臺 <input type="checkbox"/> 冷氣__臺 <input type="checkbox"/> 排油煙機__件 <input type="checkbox"/> 流理台__件 <input type="checkbox"/> 瓦斯爐__臺 <input type="checkbox"/> 熱水器__臺 <input type="checkbox"/> 天然瓦斯 <input type="checkbox"/> 其他____。	
出租人：_____（簽章） 承租人：_____（簽章） 簽章日期：民國_____年_____月_____日		

附件二

出租人同意轉租範圍、租賃期間及終止租約事由確認書

出租人____將後列住宅出租予承租人____，並於民國__年__月__日簽訂住宅租賃契約書在案，茲同意承租人得於租賃期間將住宅轉租，同意轉租範圍及租賃相關事項如附明細表。但承租人應於簽訂轉租契約後三十日內，將轉租範圍、期間、次承租人之姓名及通訊住址等相關資料告知本人。

出租人： (簽章)

承租人： (簽章)

民 國 年 月 日

出租人同意轉租範圍、租賃期間及終止租約事由確認書

租賃住宅標的								轉租之範圍	租賃起迄期間	有無提前終止租約之約定	備註
縣市	鄉鎮市區	街路	段	巷	弄	號	樓 室				
								<input type="checkbox"/> 全部 <input type="checkbox"/> 一部	民國__年__月__日起至 民國__年__月__日止	<input type="checkbox"/> 有 <input type="checkbox"/> 無 (若有，請註明)	同意轉租範圍如為一部者，
								<input type="checkbox"/> 全部 <input type="checkbox"/> 一部	民國__年__月__日起至 民國__年__月__日止	<input type="checkbox"/> 有 <input type="checkbox"/> 無 (若有，請註明)	應檢附該部分位置示意圖

附註:原住宅租賃契約於租賃期間，除有第十六條及第十七條得提前終止租約之事由外，其他得提前終止租約之事由如下：_____。(由租賃雙方自行約定)

附件三

承租人負責修繕項目及範圍確認書

承租人_____向出租人_____承租住宅，並於民國____年__月__日簽訂住宅租賃契約書在案，茲依本契約第____條第__項約定本租賃住宅由承租人負責修繕項目及範圍之確認書如附明細表。(以下僅為例示，應由租賃雙方依實際情形自行約定後確認之)

出租人： (簽章)

承租人： (簽章)

民 國 年 月 日

承租人負責修繕項目及範圍明細表

填表日期 年 月 日

租賃住宅範圍	設備或設施項目	數量	備註
室外			
客餐廳及臥室			
廚房及衛浴設備			
其他			

附註：

1. 以上修繕項目及範圍請出租人逐項說明填載，並由承租人確認；如附屬設備或設施有不及填載時，得於其他欄填載。
2. 設備或設施未經租賃雙方約明確認由承租人負責修繕者，除其損壞係可歸責於承租人之事由外，由出租人負責修繕。
3. 修繕聯絡方式：
 - 同本契約第____條出租人基本資料。
 - 租賃住宅代管業：(1)名稱：
 (2)營業地址：
 (3)聯絡電話：
 (4)電子郵件信箱：
 - 其他聯絡方式：(如有，請另行填載)

簽約注意事項

一、適用範圍

- (一)本契約書範本之租賃標的用途，係由承租人供作居住使用，並提供租賃雙方簽訂住宅租賃契約(以下簡稱本契約)時參考使用。
- (二)按一百十二年二月八日總統修正公布「租賃住宅市場發展及管理條例」第五條第一項規定：「租賃契約出租人及承租人間視為具消費關係，適用消費者保護法相關規定。」出租人將住宅出租予承租人供作居住使用，與承租人間即具有消費關係，從而有消費者保護法之適用。

二、契約審閱權

住宅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。本契約為使承租人有充分且合理之時間詳閱契約條款內容，其契約審閱期間至少三日。

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，交付租賃住宅之人為出租人。

四、租賃標的

- (一)租賃住宅係以出租供居住使用之建築物，非以合法建築物為限。
- (二)租賃住宅範圍屬已登記者，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。
- (三)租賃住宅範圍非屬全部者(如部分樓層之套房或雅房出租)，應由出租人出具「租賃住宅位置格局示意圖」標註租賃範圍，以確認實際住宅租賃位置或範圍。
- (四)為避免租賃雙方對於租賃住宅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，得參依本契約書範本附件「租賃標的現況確認書」，由租賃雙方互為確認，以杜糾紛。
- (五)承租人遷入租賃住宅時，可請出租人會同檢查住宅設備現況並拍照存證，如有附屬設備，並得以清單列明，以供返還租賃住宅回

復原狀之參考。

五、租賃期間及契約方式

為舉證方便並保障租賃當事人之權益，租賃雙方宜以書面簽訂租賃契約書並明定租賃期間，且所訂期間不得少於三十日。(租賃住宅市場發展及管理條例第四條第四款)

六、租金約定及支付

- (一)租金係以月租金額為計算基準，並應約定每期(次)支付月租金之月數、時間及方式，以杜爭議。
- (二)承租人應依約定時間支付租金，不得藉任何理由拖延或拒付，出租人於租賃期間亦不得藉任何理由要求調漲租金。
- (三)租賃住宅之租金，由出租人與承租人約定，不適用土地法第九十七條規定。(租賃住宅市場發展及管理條例第六條)

七、押金約定及返還

- (一)押金具有擔保承租人因租賃所衍生之債務，主要用於擔保損害賠償及處理遺留物責任，而預為支付之金錢，其金額最高不得超過二個月租金之總額，承租人應於簽訂本契約之同時給出租人。
- (二)出租人應於租期屆滿或租賃契約終止，承租人返還租賃住宅時返還押金或抵充本契約所生債務後之賸餘押金。
- (三)承租人於支付押金或租金時，出租人應簽寫收據或於承租人所持有之租賃契約書上註明收訖；若以轉帳方式支付，應保留轉帳收據。同時出租人返還押金予承租人時，亦應要求承租人簽寫收據或於所持有之租賃契約書上記明收訖。

八、租賃期間相關費用之約定

- (一)有關使用租賃住宅而連帶產生之相關費用(如水、電、瓦斯、網路及管理費等)，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)租賃住宅範圍非屬全部者(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、雙方分擔方式或短溢收處理方式等。
- (三)租屋電費約定由承租人負擔者，有關電費收取頻率、每次收取金額、屋內公共電費分攤方式等，得由租賃雙方本契約自由原則自行協議約定。倘以房間用電度數計算電費者，其每度電得約定依電費單的「當期每度平均電價」計費；如預先約定每度電以固定價格計費收取，致收取費用有超過以電費單的「當期每度平均電價」計費情形者，應於約定結算時退還溢收電費。至於「每期」用電度數之計算

週期，亦參依每期電費單所載之「計費期間」及「下次抄表日」資訊，避免因抄表與計費期間不一致衍生爭議。至於非以房間分度表數計算者，應於契約中明訂各房間電費分攤方式，但仍應以該租賃標的電費單之每期電費總金額為限。

- (四)租賃標的之電費單若未包含公共設施電費者，出租人欲收取該部分電費，應先向台灣電力股份有限公司申辦公共設施電費分攤至用戶電費後，始得據以向承租人收取該電費。

九、使用租賃住宅之限制

- (一)承租人應依約定方法，為租賃住宅之使用、收益，並應遵守公寓大廈規約所定之一切權利義務及其他住戶應遵行事項。
- (二)承租人應經出租人書面同意，始得將本租賃住宅之全部或一部轉租他人。出租人如同意承租人轉租，宜參考本契約書範本附件二出具同意書，載明同意轉租之範圍、期間及得終止本契約之事由，供承租人轉租時向次承租人提示，以避免產生爭議並兼顧出租人及次承租人權益。(租賃住宅市場發展及管理條例第九條第一項及第二項)
- (三)承租人將本租賃住宅之全部或一部轉租者，因其未就所承租之住宅為居住使用，非屬最終消費之消費者，如有契約條款或租賃爭議疑義，尚無消費者保護法之適用。
- (四)本契約書範本之租賃住宅，不得供營業使用，故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

- (一)租賃住宅或附屬設備之修繕，除契約另有約定、習慣或其損壞係可歸責於承租人之事由者外，由出租人負擔；出租人為修繕租賃住宅所為之必要行為時，承租人不得拒絕。
- (二)出租人之修繕義務，在使承租人就租賃住宅能為約定之居住使用，如承租人就租賃住宅以外有所增設時，該增設物即不在出租人修繕義務範圍。(最高法院六十三年台上字第九九號判例參照)
- (三)租賃住宅或附屬設備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本契約書範本第三條約定之租金中扣除。
- (四)租賃住宅有無滲漏水之情形，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、室內裝修

- (一)承租人對租賃住宅有室內裝修之需要，應經出租人同意，始得依相關法令自行裝修，但不得損害原有建築結構之安全。租賃雙方並

應約明返還租賃住宅時，承租人應負責回復之狀況，以避免爭議。

(二)出租人同意承租人進行室內裝修者，承租人應依相關法令規定並由經內政部登記許可之室內裝修業者辦理。所指「相關法令」，包括都市計畫法、消防法及建築法等。例如將舊租賃住宅進行室內裝修，應依建築法第七十七條之二規定辦理，並遵守下列事項：

- 1、供公眾使用建築物之室內裝修應申請審查許可。但中央主管機關得授權建築師公會或其他相關專業技術團體審查。
- 2、裝修材料應合於建築技術規則之規定。
- 3、不得妨害或破壞防火避難設施、消防設備、防火區劃及主要構造。
- 4、不得妨害或破壞保護民眾隱私權設施。

(三)集合住宅、住宅、任一住宅單位(戶)之任一樓層分間為六個以上使用單元(不含客廳及餐廳)或設置十個以上床位之居室者，其使用類組歸屬建築物使用類組及變更使用辦法第二條所定 H-1 組，並屬建築法所稱供公眾使用之建築物。(內政部一百零七年四月二十四日台內營字第一〇七〇八〇三九六九號令)

十二、任意終止租約之約定

- (一)租賃定有期限者，其租賃關係，於期限屆滿時消滅。故契約當事人於簽訂契約時，應約定得否於租賃期間提前終止租約及違約金之賠償額度，以保障自身權益。
- (二)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十三條約定先期通知他方。如租賃之一方未依約定期間先期通知他方而逕行終止租約者，最高賠償他方一個月租金額之違約金。
- (三)租賃雙方雖約定不得終止租約，但如有本契約書範本第十六條或第十七條得終止租約之情形，因係屬法律規定或事實無法履行契約，仍得終止租約。如無第十六條或第十七條得終止租約之情形者，租賃雙方當事人則得本於契約自由原則，自行約定違約金。

十三、出租人提前終止租約

為確保租賃住宅適居性及安全性，出租人為收回租賃住宅重新建築時，應按照本契約書範本第十六條，於終止前三個月，以書面通知承租人，並提出具體事證(如主管建築機關核發之拆除執照或屬建築法第七十八條但書規定得免請領拆除執照之證明文件)，以確保承租人居住權益。

十四、承租人提前終止租約

- (一)承租人如於租賃期間發生疾病或意外，有長期療養需求並提出具體

事證(如設立有案醫療機構出具療養時程需六個月以上之診斷證明)，得依照本契約書範本第十七條第一項提前終止租賃契約。

(二)依民法第六條規定，承租人死亡時，喪失權利能力，其繼承人如無使用租賃住宅需求，得按照本契約書範本第十七條第三項提前終止租賃契約。

(三)第二款情形，其繼承人應於終止前三十日，檢附相關事證，以書面通知出租人。

十五、租賃住宅之返還

(一)承租人返還租賃住宅時，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)承租人返還租賃住宅時，如未將原設籍之戶籍及其他法人或團體等登記遷出，住宅所有權人得依戶籍法第十六條等相關規定，證明無租借住宅情事，向住宅所在地戶政事務所或主管機關申請遷離或廢止。

十六、條款疑義處理

(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。惟承租人再轉租者，因其未就所承租之住宅為居住使用，非屬最終消費之消費者，如有契約條款或租賃爭議疑義，尚無消費者保護法有利於承租人解釋之適用。

十七、消費爭議處理

(一)因本契約發生之消費爭議，租賃雙方得依下列方式處理：

1、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。

2、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。

3、依鄉鎮市調解條例規定，向鄉、鎮、市(區)調解委員會聲請調解。

4、依民事訴訟法第四百零三條及第四百零四條規定，向法院聲請調解。

5、依仲裁法規定，向仲裁機構聲請仲裁。

(二)鄉、鎮、市(區)調解委員會調解成立之調解書經法院核定後與民事

確定判決有同一效力；仲裁人作成之調解書，與仲裁判斷有同一效力；仲裁判斷，於當事人間，與法院之確定判決，有同一效力。訴訟外紛爭處理方式相關網址：

1、行政院消費者保護會申訴及調解系統：

<https://appeal.cpc.ey.gov.tw/WWW/Default.aspx/>。

2、司法院訴訟外紛爭解決機構查詢平台：

<http://admap.judicial.gov.tw/>。

十八、租賃契約之效力

為確保私權及避免爭議，簽訂住宅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。

十九、契約分存

- (一)訂約時務必詳審契約條文，由租賃雙方簽章或按手印，寫明戶籍、通訊住址及身分證統一編號或身分證證明文件編號，契約應一式二份，由租賃雙方各自留存一份契約正本。如有保證人，契約應一式三份，由租賃雙方及保證人各自留存一份契約正本。
- (二)若租約超過二頁以上，租賃雙方宜加蓋騎縫章，以避免被抽換；若契約內容有任何塗改，亦必須於更改處簽名或蓋章，以保障自身權益。

二十、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。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）。

二十一、不動產經紀人簽章

住宅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。

二十二、租賃雙方不得簽訂下列契約條款。如有簽訂者，該條款無效：

- (一)承租人拋棄審閱期間。
- (二)廣告僅供參考。
- (三)承租人不得申報租賃費用支出。
- (四)承租人不得遷入戶籍。
- (五)應由出租人負擔之稅賦，若較出租前增加時，其增加部分由承租人負擔。
- (六)免除或限制民法上出租人故意不告知之瑕疵擔保責任。

- (七)承租人須繳回契約書。
- (八)本契約之通知，僅以電話方式為之。
- (九)違反強制或禁止規定。
- (十)承租人不得申請租金補貼。

Amended on July 8, 2024

Sample Rental Housing Contract

Sample Rental Housing Contract

Rights to review this Contract

This Rental housing Contract (hereinafter referred to as “the Contract”) was brought back by the Lessee on _____ and to be reviewed for _____ days (the minimum review period is 3 days).

Signature/Seal of the Lessor: _____

Signature/Seal of the Lessee: _____

This Contract is entered into by and between the parties to the Contract (hereinafter referred to as “the Parties”), the Lessee _____ and the Lessor _____ [who is the owner a sublessor (who shall present proof of permission to sublease from the original owner)], in consideration of the residential leasing matters. The parties hereby agree as follows:

Article 1 Leased subject

1. Location of the residential premises (hereinafter referred to as “the Premises”)

(1) Address: Unit _____, _____ Floor, No. _____, Alley _____, Lane _____, Section _____, _____ Street/Road, _____ Township/City/District, _____ City/County (Site location: Land No. _____, _____ Subsection, _____ Section)

For those premises without an address, please indicate house tax registration number: _____ or provide a location sketch.

(2) Building No. of individual unit: _____; extent of ownership: _____; total area: _____ m²

① Area of the main building:
_____ floor _____ m², _____ floor _____ m², _____ floor _____ m²; totaling _____ m²; usage: _____

② Building attachment: usage: _____; area: _____ m²

(3) Building No. of common areas: _____; extent of ownership: _____; shared area owned: _____ m²

(4) Parking space: yes (_____ parking spaces for cars, _____ parking spaces for motorcycles) no

(5) Setting of other rights: yes no; if yes, the type of rights: _____

(6) Foreclosure registration: yes no

2. Leased scope

- (1) The Premises: whole part: _____ floor Number of rooms: _____ Room No. _____; area: _____ m² (Please see the leased area marked in the Location and Layout Sketch of the Premises)
- (2) Parking space (leave blank if not applicable):
- ① Type and assigned number of the parking spaces for cars:
 _____ floor above ground/underground surface parking space mechanical parking space; assigned number: _____.
 - ② Type and assigned number of the parking spaces for motorcycles:
 _____ floor above ground/underground; assigned number: _____ or refer to the location sketch.
 - ③ Timing of use:
 whole day daytime nighttime others _____.
- (3) Leased auxiliary equipment:
 Auxiliary equipment: yes no; if yes, please refer to Attachment 1 “Confirmation of the current status of the Premises” .

Article 2 Lease period

The lease period shall commence on _____ (date) and end on _____ (date). (The lease period shall be more than 30 days).

Article 3 Rent agreement and payments

The monthly rent payable by the Lessee shall be NT\$ _____ (all currency refers to New Taiwan Dollars hereinafter). Totally _____ month(s) of rent shall be paid for each payment period. Rents are due by the _____ day of each month / each payment period. By no excuse can the Lessee delay or refuse any rent payment. By no excuse can the Lessor request any rent increase during the lease term.

Rent payment methods: cash wire transfer: financial institution: _____; account name: _____; account number: _____; others: _____.

Article 4 Security deposit agreement and refund

The Parties agree that the security deposit shall be _____-month rent, totaling NT\$ _____ (not greater than the total amount of two-month rent). The Lessee shall pay such deposit to the Lessor upon execution of this Contract.

Upon expiry of the lease period or termination of the Contract, unless otherwise under the circumstances of rent deductions as set forth in Paragraph 4 of Article 11, Paragraph 3 of Article 13, Paragraph 4 of Article 14, and Paragraph 2 of Article 18, the Lessor shall refund the security

deposit set forth in the preceding paragraph or the net deposit, after deduction of debts incurred under the Contract, to the Lessee upon the surrender of the Premises by the Lessee.

Article 5 Relevant charges during the lease period

Relevant charges incurred when using the Premises during the lease period shall be handled as agreed below:

(1) Property management fees:

- to be borne by the Lessor
- to be borne by the Lessee

Related to housing: NT\$ _____ per month.

Related to parking space: NT\$ _____ per month.

In case of an increase in such fees due to reasons not attributable to either one of the Parties during the lease period, the Lessee shall pay up to 10% of the additional fees; whereas in case of a decrease in such fees, the Lessee shall pay the adjusted lower fees.

- others: _____

(2) Water charges:

- to be borne by the Lessor
- to be borne by the Lessee
- others: _____

(3) Electricity charges:

- to be borne by the Lessor
 - to be borne by the Lessee
 - billing is based on the number of kWh of electricity consumed
 - The electricity charge to be collected for each period shall be calculated according to the "average price per kWh for the current period" specified on the electricity bill.
 - NTD _____ per kWh for each period. However, if the electricity charge per kWh exceeds the "average price per kWh for the current period" specified on the electricity bill, the overcharged amount shall be refunded at the time of settlement.
- (Note: The Lessor shall not collect additional charges until completing the application for the apportion and incorporation of all public charges into the electricity charge of the lease subject with the Taiwan Power Company.

- billing is not based on the number of kWh of electricity consumed :

The agreed billing method is _____.

(Note: The total amount of electricity charge to be collected by

the Lessor for each period shall not exceed the total amount of electricity charged on the lease subject's electrical bill for that period.)

(4) Gas charges:

- to be borne by the Lessor
- to be borne by the Lessee
- others: _____

(5) Internet charges:

- to be borne by the Lessor
- to be borne by the Lessee
- others: _____

(6) Other charges and payment methods thereof: _____

Article 6 Tax burdens

Any taxes charges related to this Contract shall be handled as agreed below:

1. House taxes and land value taxes shall be borne by the Lessor;

2. Notary fees NT\$ _____, on the notarization of the Contract if agreed by the Parties, shall be:

- borne by the Lessor.
- borne by the Lessee.
- equally borne by the Parties.
- others: _____

3. Other taxes and payment methods : _____

Article 7 Restrictions on the use of the Premises

The Premises shall be used for residential purpose only. Lessee shall not change the designated purpose of the Premises.

The Lessee agrees to abide by the condominium regulations or any other stipulations set for the residents. No illegal use or storage of any explosive or flammable materials is allowed.

The Lessee shall sublease, lend, or offer by any other means the Premises, in whole or in part, for use by other parties, or to transfer the lease to others with the consent of the lessor.

If the lessor agrees to sublease in the preceding paragraph, a consent letter shall be issued (as shown in Attachment 2) to indicate the scope and duration of the agreement to sublease and the reasons for termination of contract for the lessee to remind the sublessee when subleasing.

Article 8 Repairs and maintenance

Where there are any damages to the Premises or auxiliary equipment, the Lessor shall be liable for such repairs, unless otherwise agreed by the Parties, applicable to customary practices, or such damages are attributable

to the Lessee.

Where such damages shall be borne by the Lessor as set forth in the preceding paragraph, the Lessee shall urge the Lessor for repairs by a specified deadline. If the Lessor fails to repair such damages by the deadline specified by the Lessee, the Lessee shall be entitled to carry out the repairs on one's own and request the Lessor for reimbursement of the costs incurred or deduct the costs from the rent as provided under Article 3.

Where the Lessor shall conduct necessary repairs and maintenance of the Premises, the Lessor shall give prior notices to the Lessee who shall not refuse the Lessor's requests without justifiable reasons.

During the abovementioned repairs and maintenance, the Lessee shall be entitled to request the Lessor for rent deduction in part or in whole if a part or the whole of the Premises becomes unsuitable for habitation or use.

Article 9 Interior renovation

Where the Lessee requires interior renovation, approval shall be obtained from the Lessor and relevant regulations shall be observed to proceed with such renovation; no adverse effects shall be made to the structural safety of the original construction.

Where the Lessee's request for interior renovation is approved by the Lessor, the Lessee shall be liable for repairing any damages incurred during the renovation and/or addition.

Upon surrendering the Premises under the conditions set forth in Paragraph 1 hereof, the Lessee shall be liable for restoring the Premises back to their original condition / return the Premises as is / meet other requirements: _____.

Article 10 Obligations and liability of the Lessor

The Lessor shall present the supporting documents of the right to lease out the Premises as well as the Lessor's own identification card or other documents that prove the Lessor's identity for the Lessee to verify.

The Lessor shall hand over to the Lessee the Premises suitable for habitation and use as agreed, and shall maintain the suitability of the Premises for habitation and use during the lease period.

Prior to entering into the Contract, the Lessor shall first advise the Lessee of items and scope of the repairs and maintenance to be borne by the Lessee, if any (as shown in Attachment 3), whereas the Lessee shall acknowledge such advice. Without proper advice or acknowledgement of such repairs and maintenance, the Lessor shall be liable for such repairs and maintenance, and shall provide contact information in case repair is required.

The Lessor shall provide the Lessee with information on the electricity charge of the lease subject if the Lessee agrees to bear the charge in

according to the terms set forth in Articles 5. The Lessee shall also directly inquire the Taiwan Power Company concerning the electricity charge during the lease term.

Article 11 Obligations and liability of the Lessee

When signing this Contract, the Lessee shall present the Lessee's own identification card or other documents that prove the Lessee's identity for the Lessor to verify.

The lessee shall be bound to maintain and use the Premises with the care of a good administrator.

The Lessee shall be liable for damages if the Lessee violates the said obligations and causes damages to or losses of the Premises, except in the case where alterations or damages are incurred during the use of or entitlement to the Premises by the Lessee as agreed or as per the nature of the Premises.

Where the Lessee shall be liable for any damages as set forth in the preceding paragraph, the Lessee's liabilities shall be offsetable from the security deposit as provided in Paragraph 1 of Article 4. If the deposit is deficient for the owing deduction, the Lessor shall be entitled to request the Lessee to pay for the shortfall.

Where the Lessee is approved by the Lessor for sublease of the Premises, the Lessee shall enter into a sublease Contract with the Sublessee provided that the sublease scope and sublease period do not exceed those approved by the Lessor. As well, the Lessee shall notify the Lessor, in writing within 30 days after executing the sublease Contract, of the sublease scope, sublease period, and the Sublessee's name and correspondence address.

Article 12 Partial nullification of the Premises

During the lease period, due to reasons not attributable to the Lessee, part of the Premises is destroyed, the Lessee may request a reduction of the rent for the part destroyed.

Article 13 Arbitrary termination of this Contract

Other than the premature termination of the Contract as provided in Articles 16 and 17, the Parties may / shall not terminate this Contract prior to the expiry of the Contract.

Where a premature termination of the Contract arises as provided, either party of the Parties shall give a one-month advance notice to the other party. Failing to provide such an advance notice, the party terminating the Agreement straight shall compensate the other party up to one-month rent as a penalty.

Where the Lessee shall compensate the penalty as set forth in the preceding paragraph may be taken to discharge from the security deposit as

provided in Paragraph 1 of Article 4. If the deposit is deficient for the owing deduction, the Lessor shall be entitled to request the Lessee to pay for the shortfall.

Upon terminating the Contract under the conditions set forth in Paragraph 1 hereof, the Lessor shall refund the rent collected in advance to the Lessee.

Article 14 Return of the Premises

Immediately upon expiry of the lease period or termination of the Contract, the Lessor shall settle with the Lessee any rents and relevant charges as agreed in Article 5, whereas the Lessee shall return to the Lessor the Premises along with any auxiliary equipment as well as complete a handover inspection procedure and household deregistration or other kinds of deregistration.

For the purpose of returning the Premises as prescribed in the preceding paragraph, if either party fails to participate in the joint handover inspection within the required time limits despite the other party's request giving a specified deadline, the handover inspection shall be deemed completed.

If the Lessee fails to return the Premises as agreed under Paragraph 1 of this Article, the Lessor shall immediately make it known to the Lessee that the Contract shall not continue on an indefinite term and request the Lessee to pay an amount equivalent to the rent payable for the Lessee's past-due occupancy, including the current month, on a monthly basis (or on a daily basis in case of a period less than a month) until the Lessee returns the Premises.

Where the Lessee shall be liable for any outstanding rent payable and relevant charges as agreed in Article 5 as set forth in the preceding paragraph, the Lessee's liabilities shall be offsetable from the security deposit as provided in Paragraph 1 of Article 4 by the Lessor. If the deposit is deficient for the owing deduction, the Lessor shall be entitled to request the Lessee to pay for the shortfall.

Article 15 Transfer of the ownership of the Premises

This Contract continues to exist to the transferee even if the Lessor transfers the ownership of the Premises to a third party after the Lessor delivered the Premises and during the occupancy by the Lessee.

In the event of transfer of ownership as mentioned in the preceding paragraph, the Lessor shall hand over the security deposit and the rent collected in advance to the Transferee, and notify the Lessee accordingly in writing.

The provisions of the preceding two paragraphs shall not be applicable to this Contract if the Contract has not been notarized and involves an

Contract term more than five years.

Article 16 Early termination of this Contract by the Lessor

The Lessor shall be entitled to make an early termination of this Contract, whereas the Lessee shall not request any compensations, under any of the following circumstances during the lease period:

1. Where the Lessor requires to reconstruct the Premises.
2. Where the Lessee has failed to pay overdue rents amounting to two months' rent despite the Lessor's request specifying a deadline for the payment.
3. Where the Lessee has failed to pay overdue property management fees or other charges up to an amount equivalent to two months' rent, despite the Lessor's request specifying a deadline for the payment.
4. Where the Lessee violates the provisions of Paragraph 1 of Article 7 by arbitrarily changing the use of the Premises, despite the Lessor's dissuasion.
5. Where the Lessee violates the provisions of Paragraph 2 of Article 7 by using or storing explosive or flammable materials illegally, despite the Lessor's dissuasion.
6. Where the Lessee violates the provisions of Paragraph 3 of Article 7 by arbitrarily subleasing the Premises or transferring the Lessee's rights to other parties.
7. Where the Lessee damages the Premises or auxiliary equipment without repairing the Premises or making corresponding compensation, despite the Lessor's request specifying a deadline for repair.
8. Where the Lessee violates the provisions of Paragraph 1 of Article 9 by performing interior renovation without the consent of the Lessor, despite the Lessor's dissuasion.
9. Where the Lessee violates the provisions of Paragraph 1 of Article 9 by failing to carry out interior renovation in accordance with relevant laws and regulations, despite the Lessor's dissuasion.
10. Where the Lessee violates the provisions of Paragraph 1 of Article 9 by damaging the structural safety of the original building during performance of the interior renovation.

The Lessor makes an early termination of the Contract in the preceding paragraphs shall notify the Lessee in writing attaching relevant supporting evidence within the time limits as prescribed below. However, those who terminate in accordance with the provisions of paragraphs 5 and 10 of the preceding paragraph may not notify in advance:

1. For those terminated in accordance with the provisions of paragraphs 1, three months before the termination.
2. The terminations in accordance with the provisions of paragraphs 2 to 4 and paragraphs 6 to 9 of the preceding paragraph, 30 days before the

termination

Article 17 Early termination of this Contract by the Lessee

During the lease period, the Lessee is entitled to early termination of this Contract, whereas the Lessor shall not request any compensations, under any of the following circumstances:

1. Where the Lessor has failed to perform necessary repair to the Premises when the Premises become unsuitable for habitation as agreed, despite the Lessee's request specifying a deadline for repair.
2. Where a part of the Premises becomes nullified due to reasons not attributable to the Lessee, and the rest of the Premises fails to serve the purpose of the lease.
3. Where the Premises are defective and endanger the safety or health of the Lessee or the Lessee's cohabitant(s); the same applies even if the Lessee has known the defect or abandoned the right to terminate the lease when signing the contract.
4. Where the Lessee is in need of long-term recuperation due to illness or accident.
5. Where a third party is claiming its rights on the Premises such that the Lessee can no longer use the Premises for residential purpose as agreed.

Where the Lessee makes an early termination of the Contract in accordance with the provisions of the preceding paragraphs, the Lessee shall notify the Lessor in writing attaching relevant supporting evidence 30 days prior to the termination of the Contract. However, where such early termination arises in accordance with the provisions of paragraphs 3, the Lessee is not required to give prior notice to the Lessor.

If the Lessee passes away, the Lessee's successor shall be entitled to request termination of the Contract. The notice period and method shall be applied by the preceding paragraph.

Article 18 Disposal of items left behind

Upon termination of the leasing relationship, when a handover procedure is or is deemed completed according to Article 14, items left behind by the Lessee shall be deemed abandoned by the Lessee unless otherwise agreed by the Parties, provided that the Lessee has failed to retrieve such items despite the Lessor's notice specifying a deadline for item retrieval;

Costs incurred by the Lessor for disposal of the items left behind by the Lessee shall be deductible from the security deposit as provided in Paragraph 1 of Article 4. If the deposit is deficient for the owing deduction, the Lessor shall be entitled to request the Lessee to pay for the shortfall.

Article 19 Service and delivery of notices

Unless otherwise provided by this Contract, the notices between the Lessor and the Lessee shall be served at the addresses stated in this Contract if sent by post.

If a notice cannot be served at either party's address due to the failure to notify the other party of a change of address, the date of first postal delivery shall be deemed the date of notice service.

In addition to the service method by post as provided in Paragraph 1 hereof, the Parties agree that notice may be served via e-mail (at: _____) / Mobile SMS / instant messaging Apps (for text display).

Article 20 Settlement of doubts

Where any doubts arise from the terms of this Contract, interpretations shall be made in favor of the Lessee.

Article 21 Other Contracts

The Parties agree to notarize / not to notarize this Contract.

Where this Contract is notarized, the Parties do not agree / agree to provide in the notarial certificate the compulsory enforcement for the following matters:

- 1. Where the Lessee fails to return the premises after the expiry of the lease period.
- 2. Where the Lessee fails to pay any overdue rents, fees and charges; to reimburse any property management fees paid by the Lessor or the owner of the Premises on behalf of the Lessee; or to pay the amount payable due to violation of this Contract.
- 3. Where the Lessor shall but fails to refund the security deposit, in whole or in part, upon expiry of the lease period or termination of the Contract.

Where any guarantor(s) is/are involved in the compulsory enforcement for monetary liabilities as provided in the notarial certificate, the guarantor(s) shall be subject to Subparagraph(s) _____ of the latter part of the preceding paragraph.

Article 22 Effectiveness of the Contract and relevant Attachments

This Contract shall become effective on the date of execution. Each party shall retain one original copy of this Contract, respectively.

The advertisements and relevant Attachments of this Contract shall be deemed an integral part of this Contract.

Article 23 Handling of matters not covered

Any matters not covered in this Contract shall be settled in a fair manner based on applicable laws and regulations, customary practices, and

the principles of equality, reciprocity, honesty, and credibility.

Attachementes:

- Photocopy of the title deed of the building or other supporting document that proves the rights to lease the building
- Photocopy of the occupancy permit
- Photocopies of the ID cards of the Parties
- Photocopy of the ID card(s) of the guarantor(s)
- Power of Attorney for the representative to execute this Contract
- Confirmation of the current status of the Premises
- Letter of Consent by the Lessor on the sublease scope, the sublease period, and causes for termination of this Contract
- Letter of Acknowledgement by the Lessee on items and scope of the repairs and maintenance borne by the Lessee
- List of auxiliary equipment
- Location and Layout Sketch of the Premises
- Others (building survey maps, photos of current interior conditions, Tax Statements, etc.)

The Parties to the Contract

The Lessor:

Name: _____ Signature/Seal: _____

ID number/ Business administration number (BAN): _____

Household registration address/ business registration address:

Correspondence address:

Telephone: _____

The Lessee:

Name: _____ Signature/Seal: _____

ID number/ Business administration number (BAN): _____

Household registration address/ business registration address:

Correspondence address:

Telephone: _____

The guarantor:

Name: _____ Signature/Seal: _____

ID number/ Business administration number (BAN): _____

Household registration address/ business registration address:

Correspondence address:

Telephone: _____

The real estate broking agency:

Name (company or firm): _____

Address: _____

Telephone: _____

Business administration number (BAN): _____

Person in charge: _____ Signature/Seal: _____

ID number: _____

E-mail: _____

The real estate broker:

Name: _____ Signature/Seal: _____

ID number: _____

Correspondence address:

Telephone: _____

Certificate number: _____

E-mail: _____

Date: _____ (month) _____ (day), _____ (year)

Attachment 1

Confirmation of the current status of the Premises

Filled in on: _____ (date)

Items	Contents	Remarks & Descriptions
1	<input type="checkbox"/> With or <input type="checkbox"/> without unregistered alterations, extensions, additions, and illegal constructions: <input type="checkbox"/> The first floor _____ m ² . <input type="checkbox"/> _____ floor _____ m ² . <input type="checkbox"/> Top floor _____ m ² . <input type="checkbox"/> other areas: _____ m ² .	If the Premises constitute an illegal construction (buildings with extension or addition that is not legally applied for), the Lessor shall make it fully known to the Lessee so that the Lessee understands that it's likely the Premises may be in danger of being demolished or exposed to other dangers at any time.
2	Building type: _____ The current layout of the building: _____Room(s) (space, chamber) ; _____Living room(s) ; _____Bathroom room(s). <input type="checkbox"/> With or <input type="checkbox"/> without compartments Building Rental Type: _____.	1. Building type: (1) General buildings: sole-ownership property (including standalone house, townhouse, duplex, etc.) without common ownership (2) Unit-ownership building: condominium (without elevators), house, shop (store), office and commercial building, residential building (11-story or more with elevators), mansion (10-story or below with elevators). (3) Other special building: such as factory, factory office, farm building, warehouse, etc. 2. Current situation & layout (for example: the number of bedrooms, living/dining rooms, bathrooms, and whether there are compartments) 3. Building Rental Type: (1) Entire building (household): referring to renting an entire building (household or Strata rental) under the same address or building serial. (2) Individual floor referring to renting with the floor as the unit in a multi-story building; for example, renting the second floor in a three-story house. (3) Individual suite: referring to renting a suite (including one bedroom, one living room, and one bathroom), which has an independent certificate of ownership. (4) Shared suite: referring to renting a room with a private bathroom in a building and without an independent certificate of ownership. (5) Share single room: referring to renting a room without a private bathroom in a building and without an independent certificate of ownership.
3	Types and assigned numbers of the parking spaces for cars:	

	<p>_____ floor above ground/underground; <input type="checkbox"/> surface parking space; <input type="checkbox"/> mechanical parking space; <input type="checkbox"/> other _____</p> <p>assigned number: _____; number of spaces: _____; <input type="checkbox"/> with or <input type="checkbox"/> without independent certificates of ownership. <input type="checkbox"/> with or <input type="checkbox"/> without attached Collaboration Contract and drawing.</p> <p>Type and assigned number of the parking spaces for motorcycles: _____ floor above ground/underground; assigned number: _____; number of spaces: _____; or refer to the location sketch.</p>	
4	<input type="checkbox"/> With or <input type="checkbox"/> without residential fire alarms. <input type="checkbox"/> With or <input type="checkbox"/> without other fire-fighting facilities; if yes, list items below: (1) _____, (2) _____, (3) _____. <input type="checkbox"/> Yes <input type="checkbox"/> No - regular fire safety inspections?	The owner of a dwelling that is not required to install automatic fire alarm equipment shall install and maintain residential fire alarms in accordance with the provisions of Paragraph 5 of Article 6 of the <i>Fire Services Act</i> .
5	<input type="checkbox"/> Yes <input type="checkbox"/> No - water seepage or leakage? If yes, list the seepage/ leakage spots: _____ Treatment of the seepage/ leakage: <input type="checkbox"/> The Lessor shall repair the seepage/ leakage before handover of the Premises. <input type="checkbox"/> Repaired by the Lessee. <input type="checkbox"/> Handover of the Premises as is. <input type="checkbox"/> Other _____	
6	<input type="checkbox"/> Yes <input type="checkbox"/> No - Any inspection done to test if the Premises are radioactively contaminated? If yes, please attach the inspection certificate. Inspection result: <input type="checkbox"/> Yes <input type="checkbox"/> No - Any radiation abnormality? If yes, state any treatments:	Special attention shall be paid to inspections for buildings that have obtained an occupancy permit from 1982 to 1984. The website of Atomic Energy Council has provided a "Query system on buildings with radioactive contamination of more than 1 millisievert current year" which allows the public to inquire about the information of buildings with radioactive contamination. For

	<input type="checkbox"/> The Lessor shall rectify the situation before handover of the Premises. <input type="checkbox"/> Rectification by the Lessee. <input type="checkbox"/> Handover of the Premises as is. <input type="checkbox"/> Other _____ .	improvements on such buildings, please consult Atomic Energy Council for technical support.
7	<input type="checkbox"/> Yes <input type="checkbox"/> No - Has an inspection of water-soluble chloride ion content in reinforced concrete (including inspection items for buildings built with unreliable concrete) been conducted? If yes, state the inspection results: _____ <input type="checkbox"/> Yes <input type="checkbox"/> No - Does water-soluble chloride ion content exceed the allowable value? If yes, state any treatments: _____ <input type="checkbox"/> The Lessor shall repair the Premises before handover. <input type="checkbox"/> The Lessee shall repair the Premises. <input type="checkbox"/> The Premises shall be handed over as is. <input type="checkbox"/> Others _____ .	1. Prior to July 21, 1994, CNS3090 did not specify the maximum water-soluble chloride ion content (according to water dissolution) allowable in the reinforced concrete. 2. For buildings declared for construction and inspection from July 22, 1994 to June 24, 1998 in accordance with the building regulations, the CNS3090 inspection standards published on July 22, 1994 shall apply, where the maximum water-soluble chloride ion content in the reinforced concrete (according to water dissolution) allowable is 0.6 kg/ m ³ . 3. For buildings declared for construction and inspection from June 25, 1998 to January 12, 2015 in accordance with the building regulations, the CNS3090 inspection standards published on June 25, 1998 shall apply, where the maximum water-soluble chloride ion content in the reinforced concrete allowable is 0.3 kg/ m ³ . 4. For buildings declared for construction and inspection after January 13, 2015 in accordance with the building regulations, the CNS3090 inspection standards published on January 13, 2015 shall apply, where the maximum water-soluble chloride ion content in the reinforced concrete shall be 0.15 kg/ m ³ . 5. The abovementioned inspection data are available upon request at the competent authority in charge of the construction industry. There are different inspection standards in different periods, both parties to the lease should pay attention to themselves.

8	<p>Has any homicide, suicide, carbon monoxide poisoning, or other unnatural death occurred in (the individual unit) the Premises?</p> <p>(1) During the holding of the title of the Premises: <input type="checkbox"/> Yes <input type="checkbox"/> No - Have any of above circumstances occurred?</p> <p>(2) Before holding of the title of the Premises,</p> <p><input type="checkbox"/> Nothing listed above had ever occurred.</p> <p><input type="checkbox"/> It is known that the circumstances listed above occurred before.</p> <p><input type="checkbox"/> It is not known whether the circumstances listed above happened.</p>	
9	<p><input type="checkbox"/> Yes <input type="checkbox"/> No - Is water supply and drainage normal? If not, then:</p> <p><input type="checkbox"/> The Lessor shall repair the Premises before handover.</p> <p><input type="checkbox"/> The Lessee shall repair the Premises.</p> <p><input type="checkbox"/> The Premises shall be handed over as is.</p> <p><input type="checkbox"/> Others _____.</p>	
10	<p><input type="checkbox"/> Yes <input type="checkbox"/> No - Are there any condominium regulations or other stipulations that residents of the building shall comply with? If yes, <input type="checkbox"/> Yes <input type="checkbox"/> No - are such statutes of the condominium or other stipulations attached?</p>	
11	<p><input type="checkbox"/> Yes <input type="checkbox"/> No - Is there a management committee for unified management? If yes, then:</p> <p>The management fee related to the residence shall be:</p> <p><input type="checkbox"/> NTD_____ per month</p> <p><input type="checkbox"/> NTD_____ per quarter</p> <p><input type="checkbox"/> NTD_____ per year</p> <p><input type="checkbox"/> Others _____.</p>	<p>The same applies to parking management fees in the name of cleaning fees.</p>

	<p>The management fee related to the parking space shall be:</p> <p><input type="checkbox"/> NTD _____ per month</p> <p><input type="checkbox"/> NTD _____ per quarter</p> <p><input type="checkbox"/> NTD _____ per year</p> <p><input type="checkbox"/> Others _____.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No - Are there any arrears of management fees related to the residence or the parking space? If yes, arrears = NTD _____.</p>	
12	<p>The auxiliary equipment include items as follows:</p> <p><input type="checkbox"/> TV _____ pieces</p> <p><input type="checkbox"/> TV cabinet _____ pieces</p> <p><input type="checkbox"/> sofa _____ sets</p> <p><input type="checkbox"/> coffee table _____ pieces</p> <p><input type="checkbox"/> dining table (chair) ____ sets</p> <p><input type="checkbox"/> shoe cabinet _____ pieces</p> <p><input type="checkbox"/> curtain _____ sets</p> <p><input type="checkbox"/> lighting fixtures _____ pieces</p> <p><input type="checkbox"/> refrigerator _____ pieces</p> <p><input type="checkbox"/> washing machine _____ pieces</p> <p><input type="checkbox"/> bookcase _____ pieces</p> <p><input type="checkbox"/> bed sets (headboard) ____ pieces</p> <p><input type="checkbox"/> wardrobe _____ sets</p> <p><input type="checkbox"/> dressing table _____ pieces</p> <p><input type="checkbox"/> desk and chair _____ sets</p> <p><input type="checkbox"/> dining table and chair ____ sets</p> <p><input type="checkbox"/> storage cabinet _____ pieces</p> <p><input type="checkbox"/> telephone _____ pieces</p> <p><input type="checkbox"/> security facilities ____ sets</p> <p><input type="checkbox"/> microwave oven _____ pieces</p> <p><input type="checkbox"/> dishwasher _____ pieces</p> <p><input type="checkbox"/> air-conditioner _____ pieces</p> <p><input type="checkbox"/> exhaust hood _____ pieces</p> <p><input type="checkbox"/> kitchen counter _____ pieces</p> <p><input type="checkbox"/> gas stove _____ sets</p> <p><input type="checkbox"/> water heater _____ pieces</p> <p><input type="checkbox"/> natural gas</p> <p><input type="checkbox"/> others _____</p>	
<p>The Lessor: _____ (Signature/Seal)</p> <p>The Lessee: _____ (Signature/Seal)</p> <p>Date of execution: _____ (month) _____ (day), _____ (year)</p>		

**Letter of Consent by the Lessor
on the sublease scope, the sublease period, and
causes for termination of this Contract**

On _____(mm) _____ (dd), _____(yyyy), the Lessor _____ and the Lessee _____ entered into the lease Contract for leasing the Premises to the Lessee. The Lessor hereby consents to the Lessee’s subleasing the Premises to a third party during the lease period, where the sublease scope and matters relating thereto are listed in the form below. Nevertheless, the Lessee shall notify the Lessor, in writing within 30 days after executing the sublease Contract, of the sublease scope, sublease period, the sublessee’s name and correspondence address, among other relevant information.

The Lessor: _____ (Signature/Seal)

The Lessee: _____ (Signature/Seal)

Date: _____(month) _____ (day), _____ (year)

The Lessor’s Consent Form on the sublease scope, the sublease period, and causes for termination of this Contract

Premises for lease	City/County		
	Township/ City/District		
	Street/ Road		
	Section		
	Lane		
	Alley		
	No		
	Floor		
	Unit		
Sublease scope		<input type="checkbox"/> in whole <input type="checkbox"/> in part	<input type="checkbox"/> in whole <input type="checkbox"/> in part
Sublease period		From _____ (date) to _____ (date)	From _____ (date) to _____ (date)
Is there an agreement about early termination?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please specify.
Remark		Where a part of the Premises is subleased, a location sketch thereof shall be included.	

NOTE:

During the lease period for the original leased Premises, other causes for early termination of the Contract than those provided in Articles 16 and 17 that may lead to early termination of the Contract include:

_____ (as agreed by the Parties).

**Letter of Acknowledgement by the Lessee
on items and scope of the repairs and maintenance
borne by the Lessee**

On _____(mm) _____(dd) _____(yy), the Lessor
_____ and the Lessee _____
entered into the lease Contract for leasing the Premises to the Lessee.
In accordance with Paragraph(s) _____ of Article _____ of
the Contract, the Parties hereby agree to the items and scope of the
repairs and maintenance that shall be borne by the Lessee, as listed in
the form below. (The list is just an example, it should be confirmed by
both parties to the lease after agreeing on the actual situation.)

The Lessor: _____ (Signature/Seal)

The Lessee: _____ (Signature/Seal)

Date: _____(month) _____ (day), _____ (year)

Schedule of items and scope of the repairs and maintenance that shall be borne by the Lessee

Filled in on: _____ (date)

Scope of the Premises	Items of equipment or facilities	Quantities	Remarks
Exterior			
Living room, dining room, and bedroom			
Kitchen and bathroom facilities			
Others			

NOTE:

1. The Lessor shall fill in the above form, item by item, listing the items and scope of repairs and maintenance that shall be borne by the Lessee, and the Lessee shall acknowledge the schedule as listed in the form accordingly. Where the space in the form is not enough to list all auxiliary equipment or facilities, other items may be added in the “Others” field.
2. Where repairs and maintenance of equipment or facilities are not specifically agreed or acknowledged by the Parties to be borne by the Lessee, the Lessor shall be liable for such repairs and maintenance, unless the damage is attributable to the Lessee.
3. Contact method with respect to repairs and maintenance:
 - Same as the basic information of the Lessor as stated in Article ___ of the Contract.
 - Rental housing management business
 - (1) Name: _____
 - (2) Business address: _____
 - (3) Contact number: _____
 - (4) E-mail: _____
 - Other contact information: (if any, please specify:)

Notes on Execution of the Contract

1. Scope of application

- (1) The purpose of the Premises as stated in the Sample Residential Lease Contract shall be for residential use by the Lessee, and this Sample Contract shall be served as a reference for the Lessor and the Lessee to execute their residential lease Contract (hereinafter referred to as this Contract).
- (2) In accordance to Paragraph 1 of Article 5 of the Rental Housing Market Development and Regulation Act, amended and promulgated by the President of the Republic of China on February 8, 2023, “Consumer Protection Act applies to the lessor and lessee of the lease as they are considered to be in a consumer relationship.” When the Lessor leases a building to the Lessee for residential purposes, the consumer relationship between the Lessor and Lessee is hereby established, thus shall be ruled under the Consumer Protection Act.

2. Rights to review the Contract

If the Lessor is a business entity, a reasonable period of up to 30 days shall be given to the Lessee to review all of the terms and conditions of the Contract before entering into a standard form of Contract with the Lessor. In order for the Lessee to have sufficient and reasonable time to review the terms and conditions of the Contract in detail, at least three days shall be given to the Lessee for review of the Contract.

In the event that the provision of the review period as set forth in the preceding paragraph is not established when a standard form of Contract is executed by and between the Lessor and the Lessee, it does not constitute part of the Contract; nevertheless, the Lessee may suggest to include such terms in the contents of the Contract (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 latter shall pay a rent for it” (Article 421 of the *Civil Code*). A lease Contract shall become effective when both parties agree on the leasing object and the rent. To help the parties hereto clearly understand their own stance and mutual relationship in terms of rights and obligations, the party who pays the rent is referred to as “the Lessee”, and the party who delivers the premises for lease is referred to as “the Lessor”.

4. Leased premises

- (1) The Premises shall be the building leased out for residential use, not limited to legal buildings.

- (2) In regards to the scope of the leased residence, the records in the register shall prevail for registered Premises; the house tax certificate or actual survey results shall prevail for unregistered Premises.
- (3) Where the scope of the lease is not the whole of the Premises (for example, only suites or bedrooms on some of the floors are leased), the Lessor shall prepare a “Location and Layout Sketch of the Premises” where the leased scope shall be indicated to verify the actual leased location or scope of the Premises.
- (4) To avoid any differences in perception between the Parties in regard to the existence of any unregistered alterations, extensions, additions, and illegal constructions, or inclusion of other auxiliary equipment such as air conditioner, furniture, etc., the attached Attachment 1 “Confirmation of the current status of the Premises” of this Sample Contract may be used as a reference for verification by the Parties, thereby avoiding disputes.
- (5) When moving into the Premises, the Lessee may request the Lessor to conduct a joint inspection on the current condition of the Premises and equipment, while photos shall be taken for filing. For any auxiliary equipment, a list shall be made as a reference for restoring the original condition of the Premises upon the Lessee’s returning of the Premises.

5. The lease period and format of Contract

In order to facilitate the testification and safeguard the interests of the Parties to the Contract, the Parties thereto shall enter into a lease Contract in writing and specifically set out the lease period which shall not be less than 30 days. (Please refer to Paragraph 4, Article 4 of the *Rental Housing Market Development and Regulation Act*.)

6. Contract on and payment of rent

- (1) The rent shall be calculated on a monthly basis, and the number of months of rent, payment timing, and payment method for each instalment shall be agreed by the Parties to avoid disputes.
- (2) The Lessee shall pay rent according to the timing agreed. By no excuse can the Lessee delay or refuse any rent payment, whereas the Lessor shall not request any rent increase during the lease period for any reason.
- (3) The rent of rental housing is mutually agreed upon by the lessor and the lessee, and Article 97 of the Land Act is not applicable. (as provided in Article 6 of the *Rental Housing Market Development and Regulation Act*).

7. Contract on and refund of security deposit

- (1) The security deposit is the money prepaid to guarantee the coverage of the debt arising from the Contract by the Lessee, and is mainly used to guarantee compensations for the damage thereof and to handle the items left behind by the Lessee. The maximum amount of the security deposit shall not exceed the sum of two months' rent. The Lessee shall pay such security deposit to the Lessor upon execution of the Contract.
- (2) Upon expiry of the lease period or termination of the Contract, the Lessor shall refund the security deposit or the net deposit, after deduction of debts incurred arising from the Contract, to the Lessee.
- (3) Upon the payment of the security deposit or the rent by the Lessee, the Lessor shall issue to the Lessee a receipt or indicate the receipt of such payment from the Lessee on the copy of the Contract held by the Lessee. Where the payment is made via remittance by the Lessee, the Lessee shall retain the remittance receipt for reference. Similarly, when the Lessor returns the security deposit to the Lessee, the Lessee shall be required to issue a receipt or indicate the receipt of the refunded security deposit on the copy of the Contract held by the Lessor.

8. Contract on relevant charges during the lease period

- (1) In practice, there are various types of relevant charges that may be incurred in relation to the use of the Premises, such as charges for water, electricity, gas, internet, and management fees. In some Contracts, such charges are included in the rent, whereas others required such charges to be paid separately by the Lessee or jointly by the Parties. The Parties shall specify in the Contract in advance the amount of or the method of splitting such charges by each of the Parties, so as to avoid future disputes.
- (2) If the scope of the Premises is not the entire building (e.g., renting suites or single rooms on certain floors), the relevant fees and payment method shall be stipulated in the contract by the Lessor and the Lessee in advance and according to the actual rental conditions, including the amount, the way of fees sharing, or the way of handling the undercharge or overcharge.
- (3) If the electricity charge of the leased premises is agreed to be borne by the Lessee, the frequency of electricity charge collection, the amount collected each time, the method of allocating the public charge, and the Lessor and the Lessee shall sign an agreement upon the principle of freedom of contract. If the electricity charge is calculated by the electricity consumption readings of the room, it shall be agreed upon that the electricity charge is charged according to the "average price per kWh for the current period" of the electrical bill. If it is agreed upon in advance that the electricity charge shall be a fixed price, and the charged amount exceeds the amount calculated according to the "average price per kWh for the current period" of the

electrical bill, the Lessor shall refund the overcharged electricity charge amount at the time of settlement. The calculation period of the electricity consumption readings of “each period” shall also be in accordance to the “billing cycle” and “next meter reading day” specified in the electrical bill of each period, in order to avoid disputes arising from the inconsistency between the meter reading and billing periods. If the electricity charge is not calculated based on the electricity consumption readings of the room, the method of fees sharing for each room shall be clearly stipulated in the contract. However, it shall not exceed the total electricity charge amount of the Premises in each period.

- (4) If the electrical bill of the Premises does not include allocation of public charge, the Lessor shall apply for apportioning allocation of public charge facilities to the users’ electricity charge with the Taiwan Power Company before charging the Lessee the electricity charge.

9. Restrictions on the use of the Premises

- (1) The Lessee shall use the Premises or collect profits therefrom in the method as agreed upon, and shall abide by the rights and obligations as provided in the condominium regulations or any other stipulations set for the residents thereto.
- (2) The Lessee shall not, unless otherwise permitted by the Lessor, sublease the Premises, in whole or in part, for use by any third party. Where the Lessor permits the Lessee to sublease the Premises, the Lessor shall issue a “Letter of Consent on the sublease scope, the sublease period, and causes for termination of this Contract” (as shown in Attachment 2) to the Lessee who then shall present to the sublessee such proof of consent from the Lessor, so as to avoid future disputes and protect the Lessor’s and the sublessee’s rights and interests. (Paragraphs 1 and 2, Article 9 of the Rental Housing Market Development and Regulation Act)
- (3) Where the Lessee subleases the Premises, in whole or in part, the Consumer Protection Act does not apply to the Lessee upon any disputes over the terms of the Contract or the lease, since the Lessee is not the ultimate consumer.
- (4) Residences leased with this Sample Contract shall not be used for business purpose; therefore, the Lessor may refuse a lessee who is registered as a company or business and the sales (tax) registration thereof.

10. Repairs and maintenance

- (1) Where there are any damages to the Premises or auxiliary equipment, the Lessor shall be liable for such repairs, unless otherwise agreed by the Parties, applicable to customary practices, or such damages are attributable to the Lessee. Where the Lessor shall conduct necessary repairs and maintenance of the Premises, the Lessee shall not refuse the Lessor’s requests.

- (2) The obligations of the Lessor concerning repairs and maintenance are to ensure that the Lessee can use the Premises or collect profits therefrom as agreed upon. If the Lessee adds anything to the Premises, the Lessor is not obliged to repair and maintain such additions (Reference to precedent of (63)-Tai-Shang-Zi No.[99] of the Supreme Court).
- (3) Where repairs and maintenance of the Premises and auxiliary equipment shall be borne by the Lessor, if the Lessor fails to repair such damages within time specified by the Lessee, the Lessee may carry out the repairs on one's own and request the Lessor for reimbursement of the costs incurred or deduct the costs from the rent as provided under Article 3 of this Contract.
- (4) The Parties shall verify whether there are any seepage or leakage in the Premises prior to handover of the Premises to the Lessee. If there are any seepage or leakage, the Parties shall reach an Contract on the method to address this issue (such as repairs by the Lessor before handover of the Premises, handover of the Premises as is, rent reduction, or repairs by the Lessee).

11. Interior renovation

- (1) Where the Lessee requires interior renovation, approval shall be obtained from the Lessor and relevant regulations shall be observed to proceed with such renovation where no adverse effects shall be made to the structural safety of the original construction. Upon surrendering the Premises, the Lessee shall be liable for restoring the Premises back to their original condition, as agreed by the Parties to avoid disputes.
- (2) Where the Lessee's request for interior renovation is approved by the Lessor, the Lessee shall comply with relevant laws and regulations by entrusting an interior renovation company registered at and approved by the Ministry of the Interior. The so-called "relevant laws and regulations" include the Urban Planning Law, Fire Services Act, Building Act, etc. For example, carrying out an interior renovation of old Premises shall be handled in accordance with the provisions of Article 77-2 of the Building Act, while the following matters shall be observed:
 - ① The interior renovation of buildings for public use shall be reviewed and approved. However, the central competent authority shall be entitled to authorize the Association of Architects or other relevant professional technical organizations for such review and approval.
 - ② The construction materials shall meet the requirements of the Building Technical Regulations.
 - ③ The renovation shall not hinder or destroy fire refuge facilities, fire equipment, fire zoning, and main structures.

- ④The facilities for protecting people’s privacy shall not be hindered or destroyed.
- (3) If any floor of a congregate residence, residence, or any residential unit (household) is divided into more than six occupancy units (excluding living rooms and dining rooms) or rooms that house more than ten beds, such use category belongs to H-1 group as specified in Article 2 of the “*Methods for building usage groups and usage change*”, and the building falls into the so-called “buildings for public use” category in accordance with the *Building Act*. (Refer to the ordinance Tai-Nei-Ying-Zi-[1070803969] dated April 24, 2018 promulgated by the Ministry of the Interior.)

12. Arbitrary termination of this Contract

- (1) Where a definite lease period is set for a lease, the relationship between the Lessor and the Lessee shall cease to exist upon expiry of the lease period. Thus, when entering into the Contract, the Parties shall reach an Contract on whether early termination of the Contract during the lease period is allowed, as well as the liquidated damages therewith, so as to protect their own rights and interests.
- (2) With respect to a lease Contract with a definite lease period, if either party is allowed to prematurely terminate the Contract prior to the expiry of the lease period, the terminating party shall notify the other party in advance in accordance with Article 13 of this Sample Contract. Failure to notify the other party in advance as agreed while terminating the Contract straight, the terminating party shall compensate the other party liquidated damages in the amount up to one month’s rent.
- (3) Notwithstanding the Contract of the Parties to forbid termination of the Contract, the Parties may still terminate the Contract if required by law or in case of de-facto incidents of the circumstances that allow termination of the Contract as set forth in Article 16 or 17 of this Sample Contract. Where no circumstances for termination of the Contract set forth in Article 16 or 17 of this Sample Contract are applicable, the Parties shall agree on the liquidated damages between themselves in the principle of contracting with free will.

13. Early termination of this Contract by the Lessor

In order to ensure the livability and safety of the Premises, when recovering the Premises for reconstruction, the Lessor shall, in accordance with Article 16 of the Sample Contract, notify the Lessee in writing and provide specific evidence three months before the termination of Contract (such as the demolition permit issued by the competent construction authority, or the proof of waiving the demolition permit as stipulated in Article 78 of the *Building Act*), so as to ensure the Lessee’s residential rights and interests.

14. Early termination of this Contract by the Lessee

- (1) Where the Lessee is in need of long-term recuperation due to illness or accident, the Lessee shall be entitled to prematurely terminate the Contract in accordance with Paragraph 1 of Article 17 of the Sample Contract, provided the Lessee shall provide evidence (such as a diagnosis certificate issued by a registered medical institution proving that the Lessee requires more than six months of recuperation).
- (2) In accordance with the provisions of Article 6 of the Civil Code, if the Lessee passes away, the Lessee's successor shall be entitled to suggest early termination of the Contract in accordance with Paragraph 3, Article 17 of this Sample Contract, if the successor does not need to use the leased Premises.
- (3) Under the situation mentioned in Paragraph (2), the successor shall notify the Lessor in writing along with relevant evidence thirty day prior to the termination of the Contract.

15. Return of the Premises

- (1) When the Lessee returns the Premises, if there is a list of auxiliary equipment or photographs taken earlier for reference, the Parties shall jointly inspect the Premises and equipment, item by item, to complete the return of the Premises.
- (2) Upon returning the Premises, if the Lessee fails to deregister the household registration of oneself and of other legal persons or organizations, the owner of the Premises shall be entitled to, in accordance with Article 16 of the Household Registration Law and other relevant provisions, apply to the household registration office or competent authority for deregistration or nullification of such household registration, with proof of nullification of lease.

16. Settlement of doubts on the terms of Contract

- (1) Notwithstanding the terms in this Sample Contract, the rights of the Lessee under the Consumer Protection Act shall not be affected.
- (2) Where any doubts arise from the terms of this Contract, interpretations shall be made in favor of the Lessee, in accordance with the provisions of Paragraph 2, Article 11 of the Consumer Protection Act. Where the Lessee subleases the Premises, the Consumer Protection Act does not apply upon any disputes over the terms of the Contract or the lease, since the Lessee is not using the Premises as the ultimate consumer.

17. Settlement of consumer disputes

- (1) The Parties agree to handle consumer disputes arising from the Contract in the following manners:
 - ① To apply for conciliation in accordance with the Regulations of

Governing Establishment and Conciliation by Committees on Real Estate Dispute Conciliation at Municipality/City/County Levels.

- ② In accordance with Articles 43 and 44 of the Consumer Protection Act, the Lessee shall be entitled to make a complaint to the Lessor, consumer advocacy groups, or consumer service centers. If the complaints has not been properly responded to, a further complaint with the consumer ombudsmen of the municipal governments or the county (city) governments can be made. If the consumer complaints are still not properly responded to, mediation can be made with the consumer dispute mediation commission of the municipal governments or the county (city) governments.
 - ③ According to The Township and County-Administered City Mediation Act to apply the mediation committees for mediation.
 - ④ In accordance with Articles 403 and 404 of Taiwan Code of Civil Procedure, to apply the court for initiating the mediation.
 - ⑤ In accordance with the provisions of the Arbitration Law of ROC, to apply for the arbitration.
- (2) The civil mediation approved by the court shall have the same effect as a binding judgment under the civil litigation; A mediated agreement by the arbitrator has the same force and effect as that of an arbitral settlement agreement; The arbitral award shall, insofar as relevant, be binding on the parties and have the same force as a final judgment of a court.

Related URLs for handling disputes outside the litigation are as follows:

- ① Appeal and mediation system of the Consumer Protection Committee, Executive Yuan:
<https://appeal.cpc.ey.gov.tw/WWW/Default.aspx/>
- ② Inquiry platform for Alternative Dispute Resolution (ADR):
<http://adrmap.judicial.gov.tw/>

18. Effects of the Contract

To protect private rights and avoid disputes, the Parties shall exercise due caution when entering into the Contract. It is in the Parties' interest to request a notary public to prepare a notarial certificate or certification document over the juristic acts or facts about the private rights involved.

19. Retention of copies of the Contract by each party

- (1) When entering into an Contract, the Parties shall carefully review the terms of the Contract, affix their signatures, seals, or fingerprints, indicate their permanent and mailing addresses, and provide their ID numbers or ID supporting document numbers. This Contract shall be made in duplicate, with

the Lessor and the Lessee each holding one original copy. Where there is a guarantor involved, this Contract shall be made in triplicate, with the Lessor, the Lessee, and the guarantor each holding one original copy.

- (2) Where the Contract is over two pages, the Parties shall affix seal on the perforation, to avoid the possibility of page replacement. Where there are any changes made to the content of the Contract, signature or seal shall be affixed on the spots where such change is made, so as to safeguard the rights and interest of the Parties.

20. Confirmation of the identity of the Parties

- (1) The Parties' identities shall be confirmed with such identity documents as ID cards, driver's licenses, and health insurance cards before executing the Contract. If the Contract is not executed by the Parties themselves, the persons executing the Contract shall present the power of attorney which authorizes them to execute the Contract.
- (2) To prove whether the Lessor is the homeowner or the subleasing landlord, the Lessee shall be entitled to request the Lessor to present the title deed of the Premises, such as a certificate of ownership, a copy of the registration, or an original lease Contract. (Attention shall be paid to provisions, if any, of prohibition on subleasing during the lease period.)

21. Signature/seal of the real estate agent

If the Contract is handled through a real estate agency, the broker designated by the broking agency should sign the Contract.

22. The following terms shall not be included in the contract concluded by and between the Lessor and the Lessee. If such terms are included, they shall be null and void.

1. The Lessee's review period waiver.
2. The advertisements are for reference.
3. The Lessee cannot declare the expenditure on rental costs.
4. The Lessee is prohibited from making household registrations.
5. The Lessor items to be levied on the Landlord. If additional taxes are levied after the lease agreement is signed, the Lessee bears the increase of such taxes.
6. The exemption or limitation of the liability for defect warranty that the Landlord willful withheld under civil law.
7. A phrase indicating that the Lessee surrender the Contract.
8. The notice of this Contract shall be given by telephone only.
9. The violation of a mandatory or prohibited provision.
10. A phrase indicating that the Lessee applies for rental subsidies.