



NATIONAL KAOHSIUNG UNIVERSITY
OF HOSPITALITY AND TOURISM
國立高雄餐旅大學



Student House Tenancy Agreement

812 No. 1, Songhe Road, Xiaogang District, Kaohsiung

T E L : (07)806-0505#13604

F A X : (07) 8 0 5 – 3 2 6 4

【Preface】

This agreement model is just a reference provided for students of the University for When They Establish a Tenancy agreement to rent a house outside the university. It is the revision of the house Tenancy agreement compiled by the housing commission of the Consumers' Foundation and the agreement from the TSUEI MA MA Foundation for Housing and Community Services.

Through promotion of this model, we hope to drive fair and reasonable agreement concepts for both parties in order to protect the rights of both parties. We expect both parties to obey the agreement's content to maintain a good and harmonious Tenancy relationship.

The content in this model only provides standard suggestions for common items, but both parties still need to consider the Tenancy environment and its actual conditions and revise or correct imperfections by themselves.

Student House Tenancy Agreement, NKUHT

This Tenancy Agreement (the “Agreement”) is made by and between _____ (the “Landlord”) and _____ (the “Tenant”). The joint guarantor of the Tenant is _____ (the “Guarantor”).

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 to the following:

Article 1, Premises; Use of the Premises

- 1) The leasing premises (the “Premises”) are located at _____, comprised of _____ whole area/ _____ room(s)/ _____ suite(s), and the total area of the Premises is _____ pings with the age of the house age _____ years.
- 2) The Premises shall be used for residential/business/other (please specify) purposes.
- 3) Furniture:

Article 2, Terms of the Agreement

- 1) Unless previously 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”).
- 2) Other:

Article 3, Rent and Deposit

- 1) The rent is NT\$_____ per month/term.
- 2) The Tenant shall pay the Landlord on _____ day _____ month of every term/ _____ day of every month.
- 3) On the signing of this Agreement, the Tenant shall pay the Landlord a guarantee deposit (the “Deposit”) in an amount of NT\$_____. Upon the expiry or termination of this Agreement, when the Tenant moves out and give the Premises back to the Landlord, the Landlord shall refund to the Tenant the amount of the Deposit without interest after taking charges payable by the Tenant.

4) In the event of the Tenant's failure to pay rent or the Tenant's responsibility for compensation due to improper use of the Premises, the Landlord can take the rent or compensation from the Deposit with preference.

5) Other:

Article 4, Tax and Charges

- 1) All Republic of China taxes in respect to the Premises, including but not limited to the housing tax and land tax, shall be the responsibilities of the Landlord.
- 2) Charges for electricity, water, gas, telephone, building management and other such additional services for the Premises provided to the Tenant during the Term shall be the responsibilities of the Tenant.
- 3) The above charges shall be collected according to the following ways: ____ Yuan/month/ ____ Yuan/term/included in rentals/share by roommates/calculated according to a meter.
- 4) Other:

Article 5, Sublease

- 1) The Tenant shall not assign, transfer, or sublease any of his/her rights to or interest in or obligations under this Agreement without the prior written approval of the Landlord.
- 2) Other:

Article 6, Repairs and Improvement

- 1) The repair or maintenance of the Premises arising from ordinary wear and tear or reasons not caused by the Tenant shall be the responsibility of the Landlord. In case that a repair cannot be made or the house after repair does not match its use or purpose, the Tenant has the right to terminate the Agreement.
- 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 or break relevant building codes.
- 3) In case of any damage resulting from intentional negligence of the Tenant, the Tenant shall be responsible for repair or compensation.
- 4) Other:

Article 7: Use of house

- 1) The Landlord shall not apply the house into illegal purpose or store dangerous goods

jeopardizing public security. The Tenant shall be wholly liable for any damages incurred by the Landlord or the Tenant.

- 2) If tenements living in the housing building where the lease item resides come to an agreement or make another resolution, The Landlord shall abide by the agreement or resolution.
- 3) Other:

Article 8: Default effect

- 1) If the Tenant pays rent in arrears more than two months, except through deducting from guarantee deposit paid by the Tenant, should the Tenant still fail to pay the rent within a reasonable time limit after receiving the demand for payment from the Landlord, the Landlord may terminate the contract.
- 2) If the Tenant does not move within 7 days as agreed with the Landlord after receiving the demand for movement from the Landlord due to the contract termination or does not return the house upon contract expiration where the Landlord has clearly expressed not to renew the contract, starting the day after contract termination or lease period expiration, the Tenant shall pay two times the rent to the Landlord as liquidated damages.
- 3) If either of the parties breaches the contract, thereby harming the other party's interest, the breaching party shall indemnify damages incurred by the other party, including lawsuit fees, attorney fees (which is subject to lowest charging standard approved by tax authority), and other relevant expenses.
- 4) Other:

Article 9: Return lease item

- 1) Where the lease relationship ends, the Tenant shall restore the leased house to original shape and return it to the Landlord in empty state upon the end date of the lease relationship. The Tenant shall not refuse or claim any right, moving fee, or any other fee against the Landlord. If furniture and sundry are not moved, it shall be deemed as a waiver. The Tenant agrees to let the Landlord handle it by itself without objection. Expenses arising from the above handling shall be paid by the Tenant or deducted on a priority basis from the guarantee deposit.
- 2) If the leased house is modified with the consent of the Landlord, the Tenant shall restore it to the Landlord in its current and empty state.
- 3) Other:

Article 10: Competent court

Both parties agree that any conflict arising from this contract is governed by _____local court in Taiwan as the court of jurisdiction.

Article 11: Principle of good faith

For any matter not mentioned in this contract, both parties shall conform to civil laws and other relevant laws on the basis of the principle of good faith.

Article 12: Special provisions: Special provisions shall be otherwise agreed upon by both parties.

- 1) If the Tenant terminates this contract beforehand, the Tenant shall notify the Landlord one month beforehand and pay an additional amount being equal to one month rent to the Landlord.
- 2) Life standard matters:
- 3) Other:

The above provisions are agreed upon by the contracting parties. This contract is made in duplicate, with each party holding one copy for evidence.

Contracting parties:

Landlord (Party A):

(signature and seal)

Census register address:

ID number:

Birth date:

Tenant (Party B):

(signature and seal)

Census register address:

ID number:

Birth date:

Joint guarantor of Party B (Party C):

(signature and seal)

Census register address:

ID number:

Birth date:

Date:

Reference table 1: Furniture list provided by the Landlord (in duplicate. The Landlord and the Tenant each hold one copy respectively.)

Item of Furniture	Quantity	Condition prior to signing contract	Repair responsibility	Sharing of repair fees	Remarks
E.g. desk	1 set	Desk is new in good condition or is old after being used for five years.	■lessor □lessee	■lessor □lessee ■None. It is thrown away due to natural wear.	■Damages caused by improper use will be compensated by the lessee ■Yes□no. The lessor replaces the old for new due to natural wear.

Signed by lessor:

Signed by lessee:

Date:

Reference table 2: Details of receiving rent payment (in duplicate. Lessor and lessee each hold one copy.)

[illegible]

Reference table 3: Receipt of guarantee deposit

<p style="text-align: center;">Receipt</p> <p>An amount of NT\$_____is received from_____ (the lessee) as house rent, which will be held until the date of _____. During this period, if the lessee decides not to lease the house, the deposit will be confiscated by the lessor and the lessee should raise no objection. If the lessor decides not to lease the house, the lessor should pay double the deposit to the lessee.</p> <p style="text-align: center;">Signed by lessor:</p> <p style="text-align: center;">Signed by lessee:</p> <p>Date:</p>
--

Reference table 4: Legal attest letter of 「Notice on repair responsibility —for the lessee」

<p>I have rented a house which is located at No. ____, lane____, alley____, section____, road____, city____ in Taiwan with the house number _____ on the date of _____from the lessor named _____. After I moved in for less than a month, I found the toilet was blocked in bathroom, the ceiling in the kitchen is seriously leaking, dripping all day, which also leads to paint drops and even affects the hygiene in the kitchen. I called the lessor named _____on the date of _____, but the lessor did not take any action to repair. Therefore, this letter is submitted to demand the lessor to fulfill his obligation to repair as stated in article 429 in civil law; if the lessor fails to repair in due time, I will hire water technician and electrician to repair . The repair expense will be deducted from the rent of the current month by me. This letter is informed to the lessor and I am waiting for the lessor's reply.</p>
--

Reference table 5: Legal attest letter of 「notice on guarantee deposit return—for the lessee」

The lease agreement of real estate which is located at No. ____, lane ____, alley ____, section ____, road ____, city ____ in Taiwan with the house number ____, on the date of ____ signed by both the lessor named ____ and me, has expired on the date of _____. I have returned the house to the lessor _____. After checking, I paid a guarantee deposit of NT\$ ____ to the lessor (_____ in new Taiwan dollars), and the lessor shall return the guarantee deposit to me in accordance with the contract. However, after I gave the demand for returning the guarantee deposit to the lessor, the lessor continues to ignore me. Hereby it is informed that the lessor should return the guarantee deposit to me within seven days after receipt of the demand notice for the purpose of dispute avoidance.