

What are the required fees when renting a house in Taiwan?

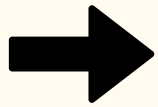
under the applicable laws of Taiwan



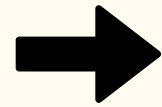
Earnest money

Timing of payments

After house viewing



Payment of the earnest money

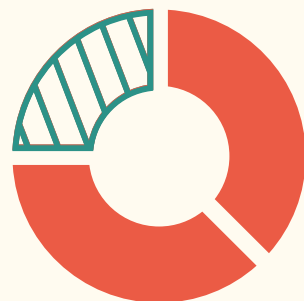


Before signing the lease



Payment amount

There are no statutory restrictions, but we suggest that the earnest money not exceed one-third of one month's rent amount.



Reasons for payment

When the Lessee is willing to rent and the Lessor is also willing to lease the house, the Lessor will charge a certain amount of earnest money in advance to guarantee that the Lessee will sign the lease agreement and rent out the house.

Reminders for payment

- Keep the proof of payment



- After signing the lease agreement, the earnest money will turn into the part of rent or security deposits.

After paying earnest money, may it be refunded if one party changes his/her mind?

If the Lessee changes his/her mind after receipt



The Lessor is entitled to keep the earnest money

If the Lessor changes his/her mind after receipt

EARNEST MONEY



The Lessor returns the earnest money to the Lessee

COMPENSATION



And compensate the Lessee equal to the earnest money.

Security desposit

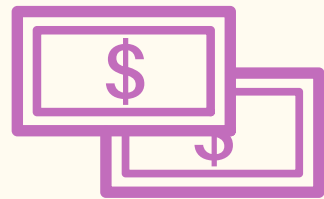
Timing of payments

Upon signing the lease



Payment amount

Shall not exceeded the sum of 2 months' rent



Reasons for payment

Money lessees pre-pay as collateral for compensation for damaged rental housing and duties arising from dealing with leftover things.

Reminders about the payment

- Amount received should be specified in the lease agreement.
- Keep the proof of the payment. 
- The date of returning the security deposit shall be specified in the lease agreement.

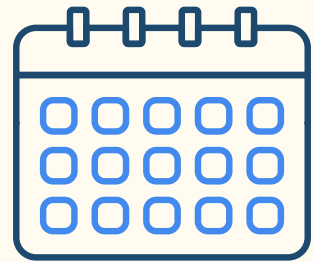
Reasons for a security deposit deduction

- Damages or loss to the property by the Lessee.
- Penalties for early termination of the lease agreement.
- Fees for the disposal items left behind by the lessee

Rents

Timing of payments

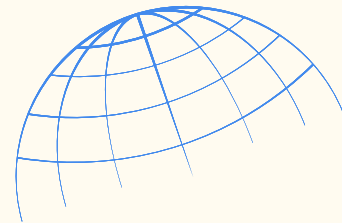
Usually are paid periodically



Monthly



Quarterly



Semi-annually



Annually

Reasons for payment

Payments are made to the lessor by the lessee for renting the property during the lease period.



Payment methods

Cash/ Wire transfer

Reminders for payment

- Keep the proof of payment. 
- The lease amount, timing, and methods shall be specified in the lease agreement.
- Within the lease term, the Lessor shall not increase the rent at will
- When rent is unpaid for 2 months and the Lessee fails to pay the rent after notices, the Lessor may terminate the lease agreement early prior to the end date.

Utility fees



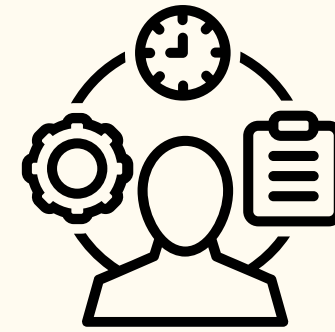
Water



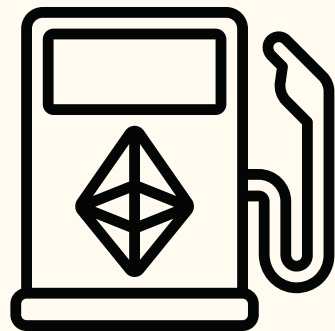
Internet



Electricity



**Property
Management fee**



Gas



**Other charges,
Example:
The cleaning fee**

Utility fees

Reminders



- It shall be specified in the lease agreement who shall bear each relevant expenses, the expense amount, timing and payment methods.
- The electricity fee is usually calculated by the kilowatt hours (kwh) actually used, but shall not exceed the highest level of the monthly fee per kwh as stated by Taiwan Power Company monthly. (For summer, June to September, it shall be NT\$6.41/kwh; for other seasons, it shall be NT\$5.03/kwh).

How to verify the identity of the Lessor?



Reminders



- The Lessee shall verify that the Lessor is "entitled to lease the house" so the Lessee could legally obtain the residential right in respect of the house.
- Please do not sign the lease agreement when you are unable to verify the identity of the Lessor.

When the Lessor says that he/she is the owner of a house

PHOTO ID



Type1 of the building registration transcript or the house tax statement



- The photo on the ID shall be the same as the Lessor.
- The name and ID number on the ID document shall be the same as the person's name and ID card number on the transcript or tax statement.
- The address on the transcript or tax statement shall be the same as the rental address.

地方稅 臺北市稅捐稽徵處 110年房屋稅繳款書

納稅義務人：陳筱玲 統一編號：A234567890

投遞地址：[Redacted]

管理代號：[Redacted]

繳納期間：自110年 05 月 01 日起至 110年 05 月 31 日止

項目	本	稅	應繳金額合計	稅額編號	便利商店蓋章或收據公庫及經收人員蓋章
	1,995		1,995	A0 [Redacted]	

臺北市 [Redacted] 區 [Redacted] 里 [Redacted] 街 [Redacted] 號 [Redacted] 樓

使用	自住或公益出租	非自住	營業	營業減半	其他(非自住非營業)	非自住非營業	課稅月數
課稅總值	165,300	0	0	0	0	0	12
稅率	1.2%	1.5%	3%	3% x 1/2	3%	2%	持分比例
本稅	1,995	0	0	0	0	0	100000

建物登記第一類謄本 (所有權個人全部)
大安區○○段○小段00000-000建號

列印時間：民國104年04月02日12時34分
大安地政事務所 主任：○○○
大安謄字第00000號
資料管轄機關：臺北市大安地政事務所

***** 建物標示部 *****

登記日期：民國102年02月03日
建物門牌：○○路○段○號○樓
建物坐落地號：○○段○小段○○○地號

主要用途：住家用
主要建材：鋼筋混凝土造
層數：010層
層次：三層
建築完成日期：民國073年02月07日
附屬建物用途：陽台
共有部分：○○段○小段00000-000建號*****80.06平方公尺
權利範圍：*****10分之1*****
其他登記事項：使用執照字號：73使字000號
其他登記事項：使用執照字號：73使字000號

***** 建物所有權部 *****

(0001)登記次序：0003
登記日期：民國102年02月03日
原因發生日期：民國102年01月15日

所有權人：陳筱玲
統一編號：A234567890

權利範圍：全部*****1分之1*****
相關他項權利登記次序：0004-000
其他登記事項：(空白)

***** 建物他項權利部 *****

***** 登記原因：第一次登記 *****

總面積：*****100.05平方公尺
層次面積：*****100.05平方公尺
面積：*****2.15平方公尺

***** 登記原因：買賣 *****

出生日期：民國57年5月5日
權狀字號：102年○○字第00000號

When the Lessor says that he/she is a sub-lessor

PHOTO ID

Sub-lessor should provide a written sub-lease consent document from the owner's



- The ID should same as the document of the sub-lease consent.
- Confirm the scope of sub-lease and the owner's consent is specified in the lease agreement.
- The term of the sub-lease agreement shall fall within the term specified in the sub-lease consent document.



When the Lessor says that he/she is an agent

PHOTO ID

Owner



Type 1 of the building registration transcript or the house tax statement

建物登記第一類謄本 (所有權個人全部)	
大安區○○段○小段00000-000建號	
列印時間: 民國104年04月02日12時34分	頁次: 000001
大安地政事務所 主任: ○○○	本案係依照分層負責規定授權承辦人員核發
大安謄字第000000號	列印人員: ○○○ (大安)
資料管轄機關: 臺北市大安地政事務所	謄本核發機關: 臺北市大安地政事務所
***** 建物標示部 *****	*****
登記日期: 民國068年05月28日	登記原因: 第一次登記
建物門牌: ○○路○段○號○樓	
建物坐落地號: ○○段○小段0000-0000地號	
主要用途: 住家用	
主要建材: 鋼筋混凝土造	
層數: 010層	總面積: *****100.05平方公尺
層次: 三層	層次面積: *****100.05平方公尺
建築完成日期: 民國073年02月07日	面積: *****2.15平方公尺
附屬建物用途: 陽台	
共有部分: ○○段○小段00000-000建號*****80.06平方公尺	
權利範圍: *****10分之1*****	
其他登記事項: 使用執照字號: 73使字000號	
其他登記事項: 使用執照字號: 73使字000號	
***** 建物所有權部 *****	*****
(0001)登記次序: 0003	登記原因: 買賣
登記日期: 民國102年02月03日	
原因發生日期: 民國102年01月15日	
所有權人: 陳筱玲	出生日期: 民國57年5月5日
統一編號: A234567890	權狀字號: 102年○○字第000000號
住址: 臺北市大安區○○路○○號○○樓	
權利範圍: 全部*****1分之1*****	
相關他項權利登記次序: 0004-000	
其他登記事項: (空白)	
***** 建物他項權利部 *****	*****

Power of attorney / authorization letter



Agent



Please pay attention to the scope of authorization as some of the owners only engages the agent for house viewing.

When the Lessor says they are “Rental Housing Subleasing Business(RHSB)”

Sub-lease consent document from the Lessor and sub-lease agreement should include:



- The boundary of the lease target.
- Term of lease.
- Causes of early termination

Service staff

If it acquires a rental housing manager certificate



The company which the agent works for

- The registration certificate of RHSB
- The identification mark for a duly incorporated RHSB



- You may check and verify on the information system for real estate service business published by the Ministry of the Interior.



What is a "Guarantor"?



There are two types of "Guarantors"

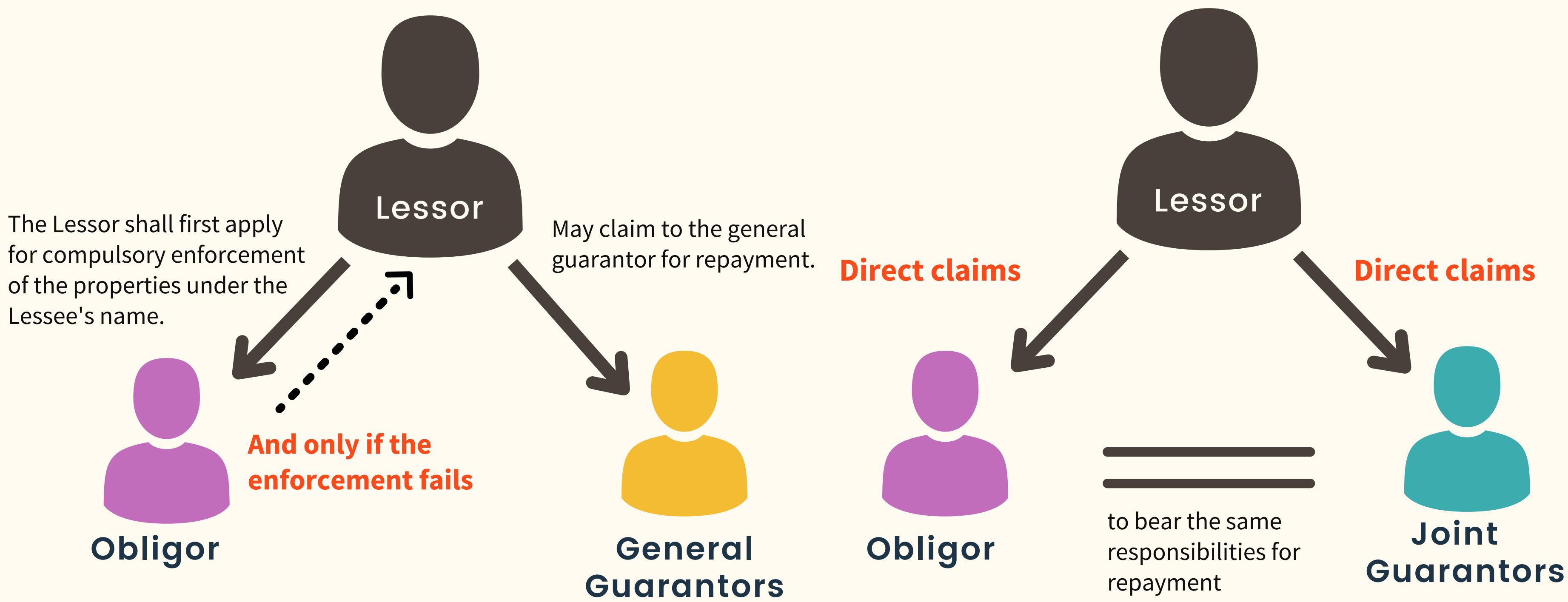
General Guarantors



Joint Guarantors



When there is unpaid rent or damages cause by the Lessee

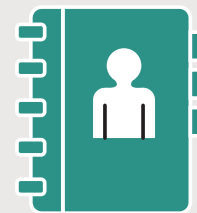


Is it required to provide a guarantor / joint guarantor?

The law does not require an agreement. An agreement can be reached by lessor and lessee among themselves.



Could be replaced by any of the following:



Emergency contact person.



Proof of employment.



School verification certificate.

Foreigners are usually asked to provide a guarantor when renting a home in Taiwan.



It is advisable that the lessee gets the lease agreement notarized to show that the documents are correct and true to both agreed terms.



Confirm the furniture and devices that are provided by the rental home



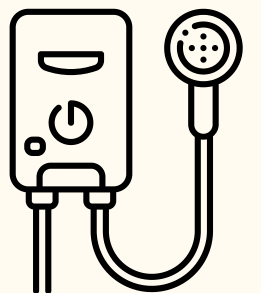
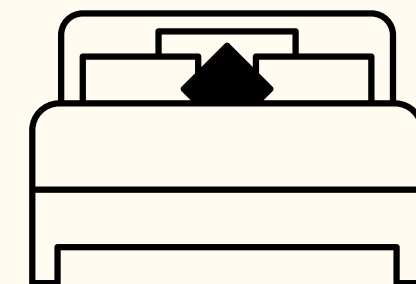
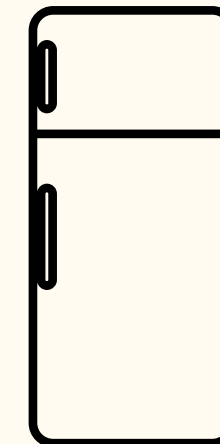
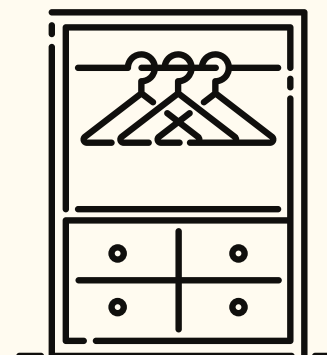
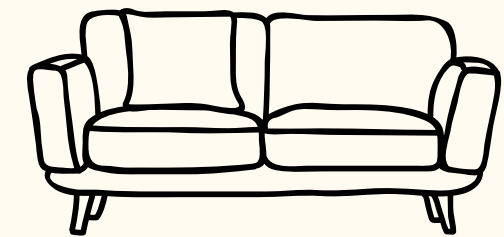
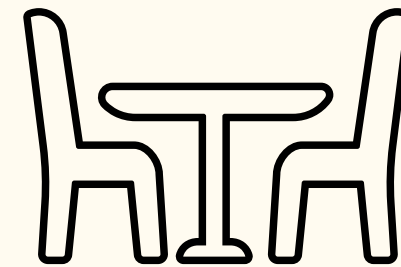
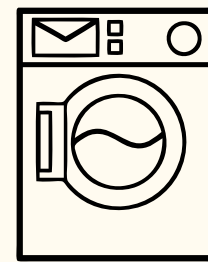
Reminders



As there is no mandatory requirement under Taiwan laws that any devices, appliances, or furnitures shall be provided when renting a home, it is legal to lease a home unfurnished.

Prepare a list of devices and furniture which will be provided by the Lessor in advanced

Prepare a list of devices and furniture that the lessee requires to speed up the time to find a rental house that matches your expectations.



Keep the rental advertisement

Take a screenshot /print/ or photos of the advertisement content that you found on the rental website and keep it for verification when viewing the home.



Basic Information

Property listing No. - 180800093

北大博士林學生套房





Rental 7,000 NTD/Month

Address New Taipei CitySanxia Dist.Guoji 2nd St.

Floors and Levels 4 F/8F

Apartment features 1Bedroom1Bathroom

Property type suite Floor area (ping) 9.0pings

Building type Lift bd Age of the Property 14years

Certified Documents ☐ Verification Provided

經租約審閱

Contact Person

☒ Status

Contact number

Save

Comments

Visitors 13

Number of times saved 0

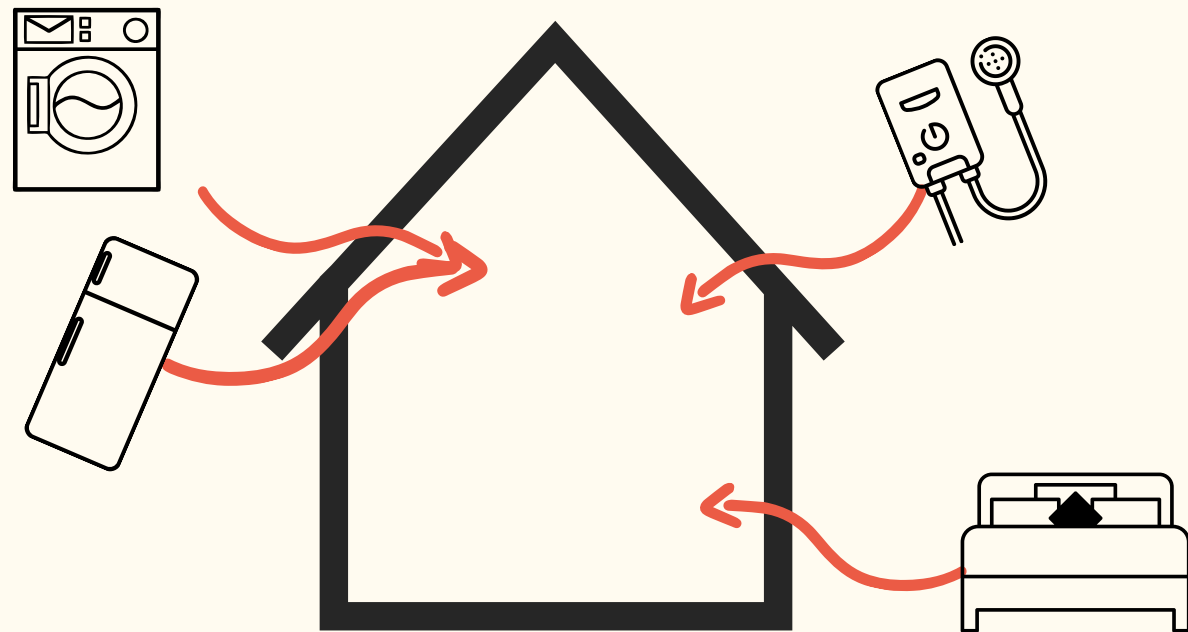
Details

Elevator	☒ Yes ☐ No	Property	☒ Yes ☐ No ☐ Partial
Preferred gender	☒ No restriction ☐ Males only ☐ Females only	Rooftop add-on	☐ Yes ☒ No
Materials of internal wall	☐ Concrete ☐ Wooden board ☐ Fireproof board ☒ No ☐ Other		
Living with landlord	☒ Not living with landlord ☐ Living with landlord ☐ Living with the sublessor		
Cooking OK	☒ no ☐ yes ☐ Simple cooking	Pet	☒ no ☐ yes ☐ Negotiable
Preferences for tenants	☐ No limit ☐ Short term ☐ Non-Taiwanese citizen ☐ Single-parent family ☐ Solitary elders ☐ Disabled		
Deposit	☐ One month ☐ Two month ☐ Negotiable ☒ Other 10000		
Paid by the tenant	☐ Management fee NTD/Month ☐ Parking fee NTD/Month · Parking type : ☐ cleaning fee ☒ electricity fee ☒ water fee ☐ gas bill ☐ internet access fee ☐ cable TV fee ☐ all of the above		
Utilities available	☐ TV ☒ a/c ☒ fridge ☐ counter ☐ Extractor ☐ stove ☐ microwave ☐ induction cooker ☐ dish dryer ☐ Natural gas ☐ bottled gas ☐ gas water heater ☒ water heater ☐ washer ☐ whizzer ☐ Dryer ☐ Network TV ☐ cable television ☐ telephone ☐ Accessible route		
Furnished	☒ TV cabinet ☐ sofa ☐ side table ☒ chair ☐ table ☒ desk ☒ bedstead ☒ mattress ☒ wardrobe ☒ bookcase ☒ shoe rack ☐ vanity ☒ curtains		
Neighborhood	☒ School ☒ Park ☐ Dept store ☒ Conv stor ☐ Trdtl mkt ☐ Night mkt ☐ Hospital ☐ Police office		
Transport	Bus stops : 臺北大學 · Walking time:5 minutes University : New Taipei City National Taipei University		
Remarks	近北大側門，視野採光佳，環境單純安全有管理員，		

When the advertisement information is different from the home after viewing

METHOD A

You may request the Lessor to provide the missing items in accordance with the rental advertisement.



METHOD B

You may request the Lessor to lower the rent.



Make a clear handover

Before renting the house or upon the termination of the lease agreement, check the brand, size, and condition of each device (including the appliances and furniture) provided by the Lessor record the information item by item on a list of devices, and take photos or video-tapes of each item.

Devices / Appliances / Furniture	Brand	Quantity	Moving-in status	Notes	Moving-out status	Notes

Reminders



If the Lessor provides any devices/
appliances/furniture, it shall be stated in
the lease agreement that the Lessor will be
responsible for repairs and maintenance

How to protect your rights when signing an agreement?



Use the agreement version published
by the government



Chinese version



English version

Contents required to be provided in the lease agreement

- Address of the rental house
- Rents (including how and when to pay it)
- Security deposits (which shall not exceed the sum of 2 months' rent)
- Utility fees(including how and when to pay it)
- Term of lease (YYYY-MM-DD)
- Who shall be responsible for repairs
- How to return the rental house (whether the restitution is required, or it may be returned "as-is".)
- List of furniture and appliance, etc.
- Contact information of the Lessor and Lessee (ID number/ passport number/ARC number, phone number, permanent address/ contact address)

Confirm that there is no breach of any of the following prohibited provisions

1. No waiver of the contract reviewing period.
2. No provision stating that the advertisement serves for reference only.
3. No provision stating that the Lessee shall not declare the rental expenses.
4. No provision stating that the Lessee shall not make any moving-in application for the household registration.
5. No provision stating that in case of any increase of the taxes/levies which shall be borne by the Lessor, the increased amount shall be borne by the Lessee.
6. No provision that waives the Lessor's warranty of defect when the Lessor intentionally fails to inform the defect.
7. No provision stating that the Lessee shall return the original of the lease agreement.
8. No provision stating that any notices under the agreement may only be made via phone.
9. No provision which is in violation of any mandatory or prohibited provision under applicable laws and regulations.

How to sign a lease agreement when you are abroad



Hold a video conference call to discuss the lease agreement with the Lessor.



The Lessor shall draft and sign/seal on the lease agreement, and send the scanned file to the Lessee by email.



The Lessee shall carefully review the lease agreement, sign/seal on the agreement after confirmation of the content, and return the scanned file to the Lessor.

How to sign a lease agreement when you are abroad

Reminders



It is better that you verify the lease object in person or engage an agent to verify the lease object on site.

What should I do if there is any dispute arising from the house rental?



Common disputes arising from house rental involving foreigners

Repairs



Whether it is required for restitution when returning the house



Early termination of the lease agreement



Preventions

Repairs

While signing the lease

- Check the devices/appliances/furniture provided item by item and take photos/videotapes for recordation.
- Specify who shall be responsible for repairs in the agreement.

During the lease period

- Properly use the devices / appliances / furniture without any intentional destructions/damages.
- The Lessee is obliged to keep the house in good conditions and shall promptly notify the Lessor in case of any problems.

Preventions

While signing the lease

Make the handover procedures thoroughly and carefully.

Term of the lease

Specifies the scope and items which may be subject to refurbishment.

During the lease period

- No refurbishment is allowed without the prior consent of the Lessor.
- Avoid taking any refurbishment which may damage the structures or walls of the house.

Preventions

Early
termination

Statutory cause for termination			
For Lessor		For Lessor	
Notice before 30 days	• After notification, the total rental or fees in arrears amount to two months' rent. • The Lessee damaged/destroyed the house with no compensation or repairs. • The Lessee sub-leases the house without prior approval.	Notice before 30 days	• Rental housing is ill-fitted for dwelling and needs repair, but the lessor fails to repair within a reasonable period fixed by the lessee. • Destruction of the house is not attributable to the Lessee. • Illness and accidents make long-term treatment necessary • Third parties exercise their rights on the rental house
Notice before 3 months	• The Lessor may repossess the house for the purpose of reconstruction.		
No prior notice is required	• If the Lessee stores any explosive or inflammable items or conducts any interior refurbishment causing damages to the structure of the house.	No prior notice is required	• If the rental house contains any defect which endanger the safety or health of the Lessee.

Preventions

Early termination

While signing the lease

Stipulates "may early terminate the lease agreement before expiry" and specify the notice period for early termination of the lease agreement.

While in the early termination

Shall make prior notices to the Lessor in accordance with the notice period provided in the lease agreement.

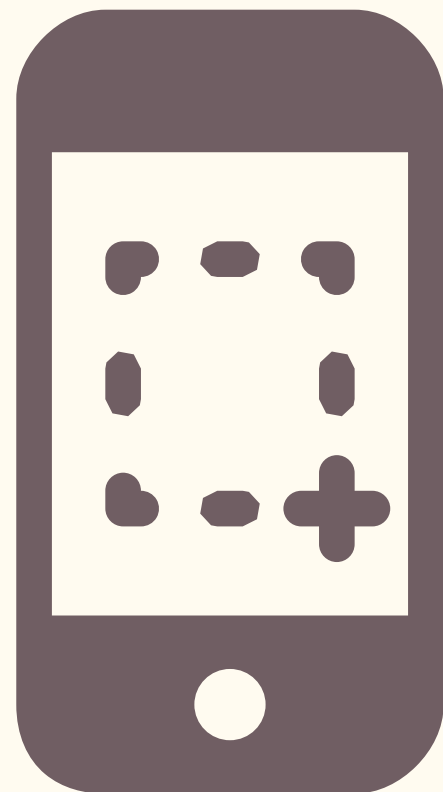


- In the case that a lease agreement made by both parties could not be terminated early, the agreement should extend to the end of the lease term unless the Lessee receives the Lessor's approval and pays liquidated any damages agreed by the Lessor, and vice versa.

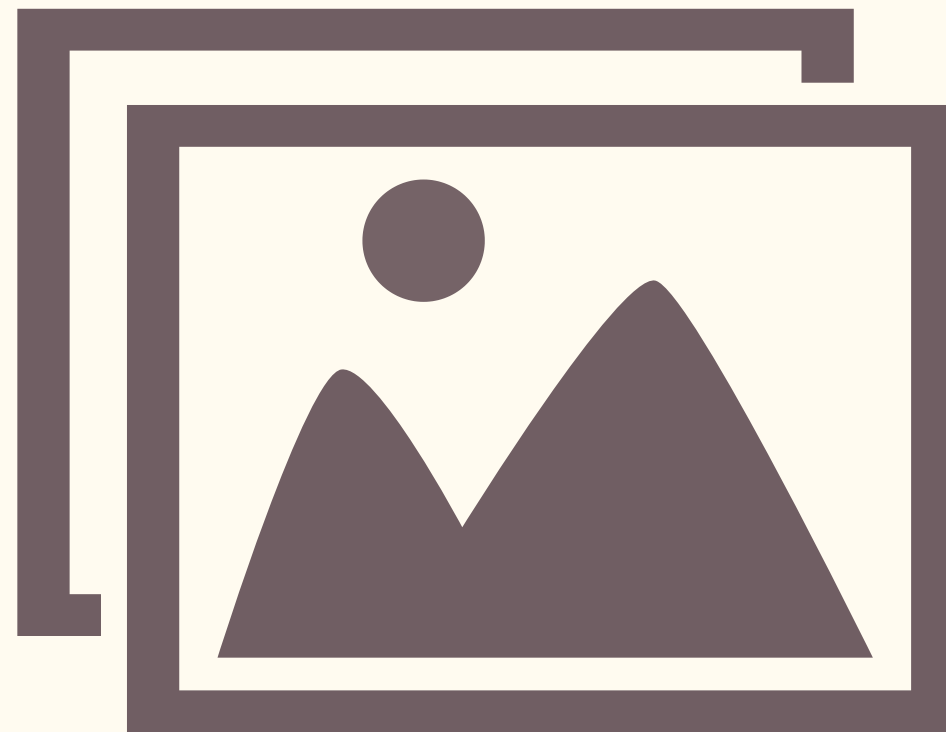
How to deal with the disputes

Keep the
evidence

**Screenshots of the
conversations**



**Photos of relevant
evidence**



The lease agreement



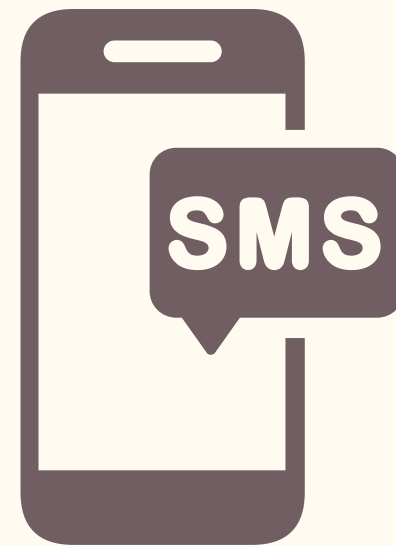
How to deal with the disputes

Make clear
notices

LINE



Phone text



Email



Legal attest letters

郵局存證信函用紙

(寄件人加蓋機關、團體、學校、公司、商號或加蓋單位圖章及法定代理人簽名或蓋章)

存證信函第	郵局	號	姓名:																	
			一、寄件人 詳細地址:																	
			姓名:																	
			二、收件人 詳細地址:																	
			姓名:																	
			三、收件人 姓名:																	
			詳細地址:																	
			(本欄姓名、地址不敷填寫時,請另紙標記)																	
備	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
行																				
一																				
二																				
三																				
四																				



- In order to keep the evidence, it is recommended to give notices in writing.

How to deal with the disputes

Seek professional legal advice

General consultation		Third party negotiations	Conciliations	Mediation
Follow the advice provided in the legal consultation to communicate and resolve the disputes by the parties.		Seek assistance from an impartial third party or lawyers to conduct face-to-face negotiations.	Conciliations may be carried out by the committee on Property Dispute Conciliation set up by the land authorities for each local government	Local consumer protection hotline
County(city) governments	TSUEI MA MA Foundation for Housing & Community Services			 1950 
		TSUEI MA MA Foundation for Housing & Community Services	 1999	Mediation committee under each local district affairs office 