

日 期 年 月 日

Dated the 20

Tenancy Agreement

Sample

座

樓

BLOCK

FLOOR

樣本

住戶
Tenant.....

起租日期
Commencing.....

終止日期
Expiring.....

租 金
Rent

二張裝中英文租約 JR



4 893832 004508

An Agreement made the _____ day of _____
and BETWEEN

in The Government of the Hong Kong Special Administrative Region (hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and

(hereinafter called "the Tenant" which expression shall where the context so admits include his successors in title) of the other part WHEREBY IT IS AGREED as follows:

1. The Landlord lets and the Tenant takes ALL THAT Flat _____ (hereinafter called "the said premises") on _____ Floor of _____ (hereinafter called "the said building") standing at _____ in The Government of the Hong Kong Special Administrative Region and registered with the Land Office as _____ together with the full free and uninterrupted right and privilege to use the entrance staircase lifts landings and passages (so far as the same are necessary for the enjoyment and use of the said premises) in common with the Landlord and other tenant or tenants for the time being for the term of _____ calendar months commencing from _____ at the monthly rent of Hong Kong Dollars

_____ inclusive of rates and Service charges \$ _____ payable in advance on the first day of each and every calendar month without deduction the first of such payments being rent for the period from/ month of _____ to be made upon the signing of this Agreement.

2. To secure the due performance and observance of the stipulations terms and conditions hereinbefore contained and on the Tenant's part to be performed and observed the Tenant shall on the signing of this Agreement pay to the Landlord by way of deposit the sum of Hong Kong Dollars at the expiration or sooner determination of the said term of tenancy and provided that the rent hereby stipulated or any sums of money owing and due by the Tenant to the Landlord under and by virtue of these presents shall have been fully paid and all the stipulations terms and conditions on the Tenant's part hereinbefore contained shall have been duly performed and observed the Landlord shall refund to the Tenant the said deposit of \$ _____ without interest within fifteen days after the Tenant shall have duly delivered to the Landlord vacant possession in respect of the said premises.

3. The Tenant hereby expressly declares and acknowledges that for the grant of the tenancy hereby stipulated he has not paid to the Landlord, his agent or agents or to any person on the Landlord's behalf or for the use of the Landlord any fine premium or construction money or key money or any sums or value of any kind whatsoever of a like nature or description and the Tenant hereby expressly understands that any right to protection against ejection afforded by the Tenancy (Prolonged Duration) Ordinance 1952 as amended by the Tenancy (Prolonged Duration) (Amendment) Ordinance 1963 or any future amendments or modification thereof or any future legislation governing and regulating the relationship between Landlord and Tenant shall not apply to this tenancy.

4. The Tenant hereby agrees to pay all water gas and electricity charges and all meter rent for all gas electric and other meters installed at the said building and intended for the use of the said premises and to pay a due proportion of all charges for the operation and maintenance of the common passages lifts, electric water pump, lighting of the common staircases and common entrance hall and corridors and for keeping such common portions of the said building in a clean and tidy conditions including wages for the watchmen or care-taker such proportionate part of the said charges together with all taxes assessments and outgoings to be paid to the Landlord's registered Office on the first day of each and every month together with the said rent of the said premises.

5. The Tenant agrees to use the premises hereby agreed to be let for residence of himself or his family only. He shall not use the premises as school, boarding house, nursery, bunk dormitory, bathing parlour, dancing lesson class, operatic training class, nor for any motordriven industrial purposes.

6. The Tenant shall confine his laundries within the Drying Area provided for. The Landlord shall not be responsible for any damage done to the laundries aforesaid under any circumstances. The Tenant shall not affix put up or display any signboard, sign decoration, flower stand, iron stand, neon light, advertising board or any other things whatsoever outside the balcony or on any door, wall, pier or window or and public places i.e. walls, entrances, corridors, stairways, lifts, etc. except with the written approval of the Landlord. The Landlord shall have absolute discretion in granting or refusing such approval and any approval to be granted shall be subject to such conditions as the Landlord may think fit. The Landlord shall have the right to remove at the cost and expense of the Tenant any signboard, sign, decoration, flower stand, iron stand, neon light, advertising board or any other things which he affixed, put up or displayed without the prior written approval of the Landlord. No boxes, furniture, rubbish or personal belongings shall be left in the entrances, or any of the passages of the said premises in common use or in any other public places by the Tenant. No person shall sit or rest in any public places. No luggage or heavy articles shall be placed in and carried by the lifts as such lifts shall convey passengers only. The Tenant shall not keep in the said premises or in any part of the said building any dogs, animals or birds that would frighten or cause to frighten, or harm any children or any persons, disturb the peace, cause annoyance to any inmates in the premises.

7. The Tenant shall not make or permit to be made any alterations in or additions to the said premises without having first obtained the written licence and consent of the Landlord therefor or cut maim or injure or suffered to be cut maimed or injured any doors windows walls joists beams timbers pipings or wirings thereof and to take all necessary precautions to protect the premises from damage threatened by an approaching storm depression or typhoon.

8. The Tenant shall not store arms, ammunition or unlawful goods, gun-powder, saltpetre, kerosene or any explosive or combustible substance in any part of the said premises, and to be answerable and responsible for any consequence of any breach of local Ordinance. The tenant or inmate shall not use the said premises for any illegal purposes.

9. The Tenant shall not permit any noise or allow any music to be produced in the premises so as to give cause for reasonable complaint from the occupants of neighbouring premises.

10. The Tenant shall pay on demand to the Landlord the cost incurred by the Landlord in cleansing and cleaning any of the drains choked or stopped up owing to careless use by the Tenant or his servants or workmen.

11. The Tenant shall himself cover insurance for his own belongings against Typhoon, Depression, Storm, Flood, Fire, Theft and Accidents in relation to this Tenancy. The Landlord shall not be responsible for any damage or loss under all circumstances.

12. The Tenant shall permit the Landlord and its agents with or without workmen or others and with or without appliances at all reasonable times to enter upon the said premises and to view the condition thereof and to take inventories of the fixtures therein and to carry out any repairs to the premises which the Landlord considers necessary or proper to be done.

13. During the two months immediately preceding the determination of the said term of tenancy the Landlord shall be at liberty to affix and retain without interference or molestation on the door or the external parts of the said premises a notice for letting the said premises and the Tenant shall permit and allow all persons with written authority from the Landlord or its agent or agents at all reasonable hours of the day to view the said premises or any part or parts thereof.

14. The tenant is solely responsible for the repair of doors, windows, kitchen and bathroom fittings, pipings, drains etc. during the continuence of this Tenancy.

15. The Tenant shall yield up the said premises and all additions thereto and all fittings and fixtures therein including the fixtures hereto and other Landlord's fixtures subsequently added in tenantable repair and condition (fair wear and tear and accidents by fire excepted) at the expiration or sooner determination of the tenancy.

16. Any notice under this Agreement shall be in writing and any notice to the Tenant shall be sufficiently served if left addressed to him on the said premises or sent to him by registered post to his last known place of abode or business and any notice to the Landlord shall be sufficiently served if delivered to it at its registered office or sent by registered post addressed thereto.

17. The expression "the Tenant" shall (where the context permits) mean and include the party or parties specially named and the executors and administrators of such party (save only where such party is a corporation) and where the party specifically named is a firm the said expression shall (where is context permits) mean and include the members of such firm and the executors and administrators of each member.

18. All costs incidental to the signing of this Agreement shall be borne by the parties hereto in equal shares.

19. This Agreement is given in the English and Chinese languages. The Chinese language is an abridged translation of the English text but in the event of any differences between the English text and the Chinese translation the English text shall prevail.

20. The tenant has expressly and thoroughly read the contents of this Agreement which shall absolutely and immediately be determined if the Tenant causes any breach of any item herein.

21. Should the Tenant with the express or implied consent of the Landlord continue in occupation of the said premises or any part thereof after the expiration of the said terms of tenancy or any renewal thereof the Tenant shall be considered to be a calendar monthly Tenant and shall give one calendar month's notice of his intention to quit and shall be bound to quit the premises upon receiving one calendar month's notice in that behalf from the Landlord such notice to expire at the end of any current month of the tenancy.

If used as commercial purpose, please fill in the form below, and will not be treated as No. 5 and No. 6 of this agreement.

AS WITNESS the hands of the parties hereto the day and year first above written.

SIGNED for and on behalf of the Landlord by

in the presence of:—

SIGNED by the Tenant:—

in the presence of:—

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