

## RESIDENTIAL TENANCY AGREEMENT

28HSE only provides the form of rental agreement. Our company is not involved in this agreement and will not be responsible for any loss arising out of this agreement. If necessary, you should seek for professional legal advice. (本網頁只是提供租約表格, 並不負責核對租約資料的真實性, 本公司對因此而引致之任何損失概不負責。如有需要, 閣下應尋求專業的法律意見。

This agreement is made between below Lessor and Tenant. 此合約由下面的業主及租客訂立。

**Lessor 業主**

中文姓名: \_\_\_\_\_ 英文姓名: \_\_\_\_\_ 電話: \_\_\_\_\_  
 身份證/護照號碼: \_\_\_\_\_ 電郵: \_\_\_\_\_

**Tenant 租客**

中文姓名: \_\_\_\_\_ 英文姓名: \_\_\_\_\_ 電話: \_\_\_\_\_  
 身份證/護照號碼: \_\_\_\_\_ 電郵: \_\_\_\_\_

**Agent 代理**

地產代理名稱: \_\_\_\_\_ 地產代理個人牌照: \_\_\_\_\_ 電話: \_\_\_\_\_  
 地產代理公司名稱: \_\_\_\_\_ 地產代理公司牌照: \_\_\_\_\_  
 電郵: \_\_\_\_\_ 公司地址: \_\_\_\_\_

**Term of Agreement 租約模式及年期**

This residential tenancy agreement is First Term Tenancy (此合約為首期租賃租約)

Periodic Tenancy: It will do the agreement renewal automatically after the end date of the agreement. (e.g. if the duration is 2year, the renewal agreement will also be 2year). The contents would be the same except for the terms of end of the tenancy inside the appendix. (週期性租約: 租約完結後此租約會自動續期 (如租約期是二年, 自動續期的年期也是二年). 但退租條件則根據附件內容退租條款內.)

Move in date: \_\_\_\_\_ (入住日期)

Rent Fee Period: \_\_\_\_\_ days (免租日數)

Duration: \_\_\_\_\_ months (租期/月)

End Date: \_\_\_\_\_ (完結日期)

Pay rental started on: \_\_\_\_\_. Tenant needs to pay on or before every date of \_\_\_\_ each month.

起租日: \_\_\_\_\_. 租客需要在每月的 \_\_\_\_\_ 號或之前交租。

**Residential Premises 出租物業地址**

The use of the premises is for Private Residential. (物業用途是私人住宅)

This is a whole apartment. (物業為整個單位)

and 和

**The residential premises include 包以下**

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**RENT 租金**

The monthly rental rate: HKD \_\_\_\_\_ (每月租金)

The rent will be paid by \_\_\_\_\_. (租金會以\_\_\_\_\_繳付)

Gov Rate and Land Rental is included. (租金已包政府的地租及差餉)

**Security Bond 按金**

The security bond for the lease is: HKD \_\_\_\_\_ (需繳交的按金)

**Rent Increase 加租事宜**

Periodic Lease: Any rent increase cannot be done before 12months from contract start and since the previous rent increases. (週期性租約:任何加租不能在此合約生效後 12 個月內及上一次加租後(如有)12 個月內進行)

**WiFi 上網**

WiFi is provided / not provided for internet access. (有 / 沒有提供 WiFi 上網)

UserName: \_\_\_\_\_ and Password: \_\_\_\_\_

**Pets 寵物**

Pets are allowed / not allowed. (可 / 不可養寵物)

**Right of Tenant to assign or sublet 分租及轉租事宜**

Sublet to others is allowed / not allowed. (可 / 不可分租給別人)

條件: \_\_\_\_\_

### Other Terms 其他條款

These terms are added separately. If there are conflicts from the other contents of this lease, use these terms instead. (此為額外寫入的條款，如和其他內容有衝突，則以這些條款為準)

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### Right of Tenant to affix and remove fixtures 裝修改建

The tenant may only affix any fixture or make any renovation, alteration, hole drilling or addition to the premises with the lessor's written permission.

未經業主的書面同意，不能對租住地方進行任何裝修改建，或鑽牆

### Maintenance and Repairs 維修責任

The lessors would be responsible for the structural parts including the drains, pipes, cables and the items that would be fair wear and tear.

業主須保養及適當維修物業的結構部份或由自然損耗所引致損壞的物件。(包括排污渠、喉管和電線)

**Initial Payment from Landlords to Lessors 簽約時，租客需要繳付的費用**

- 1 month rental prepayment (一個月租金上期): \_\_\_\_\_

- Security Bond (按金): \_\_\_\_\_

- Total (總數): \_\_\_\_\_

Lessors has received the above amount from Tenants (業主已收取租客上面的總數)

**The lessor and Tenant Enter into This Agreement And Agree to All its Terms.**

租客及業主同意此合約的所有條款及簽名作實

Tenant's Signature 租客簽名

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Name:

Date:

Lessor's Signature 業主簽名

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Name:

Date:

## Standard Terms Applicable to all residential Tenancy Agreement 標準條款

### Ending a periodic agreement

2. If this agreement is a periodic agreement, it may be ended:
- 2.1 by agreement in writing between the lessor and the tenants; or
  - 2.2 A tenant of a "regulated tenancy" may, by giving the landlord not less than 30 days' prior notice in writing, terminate the tenancy. However, the date of termination must not be a date earlier than the last day of the first year of the term. Moreover, Part IVA of the Ordinance does not limit any rights of the tenant to terminate the tenancy by notice under the tenancy.

### Official Language

3. English version is the official language. It should be used for the control in the event of a conflict.

### Rent

- 4. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
- 5. The lessor must give a rent receipt to the tenant within 3 days of the rent being paid.
- 6. The tenant cannot fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

### Public Utility Services

- 7. Public Utility Services are referring to services such as gas, electricity, water and telephone.
- 8. The tenant should pay all the related public utility services charges that consumed by the tenant in respect of the premises.

### Use of the premises by Landlord

9. The Landlord must:

9.1 The landlord must maintain and keep in repair the drains, pipes and electrical wiring serving the premises exclusively; and windows of the premises. In addition, the landlord must keep in proper working order the fixtures and fittings provided by the landlord in the premises. On receiving a notice from the tenant for repair of an item mentioned above, the landlord must carry out the repair as soon as practicable. If the landlord fails to fulfill any of his obligations, the tenant may, by giving the landlord not less than 30 days' prior notice in writing, terminate the tenancy.

9.2 The landlord must, after receiving the tenancy agreement (including a Form AR1 signed by the landlord and tenant for a second term tenancy) signed by the tenant, cause the tenancy agreement to be stamped (the relevant stamp duty is to be borne by the landlord solely), and within 30 days, return to the tenant a counterpart of the stamped tenancy agreement signed by the parties. If the landlord fails to return the counterpart, the tenant may withhold the payment of rent until the landlord has done so.

9.3 The landlord must, within 60 days after the term of a "regulated tenancy" (including a first term tenancy and a second term tenancy) commences, submit a completed Notice of Tenancy (Form AR2) to the Commissioner. If the landlord, without reasonable excuse, refuses or neglects to comply with this requirement, the landlord commits an offense, and is liable on conviction to a fine at level 3 (HK\$10,000), and in the case of a continuing offense, to a further fine of HK\$200 for each day during which the offense continues.

### Use of the premises by Tenant

10. The tenant must:

10.1 use the premises as a place of residence; and

10.2 not use or allow the premises to be used for any illegal purpose; and

10.3 not cause or permit a nuisance; and

10.4 not intentionally or negligently cause or permit damage to the residential premises; and

10.5 advise the lessor as soon as practicable if any damage occurs; and

10.6 keep the premises in a reasonable state of cleanliness; and

10.7 not allow anyone who is lawfully at the premises to breach the terms of this agreement; and

11. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

### Lessor's General Obligations for Residential Premises

12. In this clause, premises includes fixtures and chattels (if any) provided with the premises but does not include:

12.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or

12.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into

13. The lessor must:

13.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and

13.2 maintain and repair the premises in a timely manner; and

13.3 comply with all laws affecting the premises including building, health and safety laws.

### Security Bond

14.1 The security bond is held by the lessor.

14.2 The lessor should release for the security bond at the end of the tenancy to the tenants after the inspection of the premises. In case of any claims by lessors, it should provide the tenants with the evidence to support the amount claimed.

### Stamp Duty

15. The lessor must pay the stamp duty involved and the copy of the receipt should be given to the tenant.



## Standard Terms Applicable to all residential Tenancy Agreement 標準條款（適用於所有住宅租約）

### 合約完結(週期性租約)

2. 週期性租約會在以下情況完結：

2.1 按業主及租客的租約協議

2.2 規管租賃的租客可藉給予業主不少於 30 日的事先書面通知，終止該租賃，但租賃終止的日期不得早於租期第一年的最後一日。此外，條例第 IVA 部並不局限該租客根據該租賃藉通知而終止該租賃的權利。

### 語言參考標準

3. 此合約內的英文本與中文本存有差異時，將以英文本為準。

### 租金

4. 租客須在租期內每個月的指定日子前繳交租金。倘租客於應繳租金之日仍未清付該租金，則業主有權採取適當行動追討租客所欠的租金。

5. 當租客繳交租金後，業主需於收到租金後 3 天內給予收據對方。

6. 在租約期內，租客不可以不繳交租金。保證金是不能作租金支付的。

### 公共設施

7. 公共設施指煤氣費、電費、水費、電話費及其他類似的雜費。

8. 租客須在租約期內繳清有關物業之所使用的公共設施費用。

### 業主的責任

9. 業主必須：

9.1 保養和維修僅供處所使用的排水渠或污水渠，喉管及電線，及處所的窗戶。此外，業主亦須保持其在處所內提供的固定附著物及裝置正常運作。業主在收到租客通知要求維修上述項目後，須盡快進行維修。如業主沒有履行上述義務，租客可藉給予業主不少於 30 日的事先書面通知，終止有關租賃。

9.2 將租賃協議加蓋印花，業主在收到經租客簽署的租賃協議(包括業主及租客就次期租賃簽署的表格 AR1)後，須安排將該租賃協議加蓋印花(相關的印花稅須由業主單獨承擔)，及在 30 日內將經雙方簽署並加蓋印花的租賃協議對應本，交回租客。如業主沒有交回對應本，租客可將租金扣起，暫不繳付，直至業主交回該對應本為止。

9.3 在租賃規管期(包括首期租賃和次期租賃)的租期開始後的 60 天內，向署長提交填妥的租賃通知書(表格 AR2)。如業主沒有合理辯解而拒絕遵從或忽略遵從此項規定，該業主即屬犯罪，一經定罪，可處第 3 級罰款(港幣 10,000 元)，如有關罪行是持續罪行，則可就該罪行持續期間的每一日，另處罰款港幣 200 元。

### 租客的責任

9. 租客必須：
- 10.1 該物業或其任何部分只可作住宅用途；及
  - 10.2 租客不得將該物業或其任何部分作非法或不道德用途；及
  - 10.3 租客不得對該物業其他佔用人造成滋擾、煩擾、損害或騷擾的行為；及
  - 10.4 租客不得故意損毀該物業；及
  - 10.5 若該單位內有任何損毀，租客必須及時通知業主；及
  - 10.6 租客須保持單位整潔及合理的狀態；及
  - 10.7 不允許任何人在單位作違反本協議的條款之行為；及
11. 租客負責管理任何人不在單位作違反本協議的條款之行為。

### 業主的一般權益

12. 在條款內，該單位提供的傢俬及物品(如有)，但不包括以下項目：
- 12.1 租約生效及租客遷入該單位前，業主已向租客表明已損壞的傢俬及物品；或
  - 12.2 租客遷入該單位時，租客合理地認為有關傢俬及物品是不能運作的。
13. 業主必須：
- 13.1 提供合理狀況下的單位予租客；及
  - 13.2 及時維修該物業；及
  - 13.3 遵守一切關於該物業的法律，包括建築、健康及安全規例。

### 保證金

- 14.1 保證金是由業主保管的。
- 14.2 當租約完結時，業主須於收回交吉的物業後退還該保證金予租客。若業主提出任何索償時，需向租客提供有關證明。

### 印花稅

15. 業主須繳交此合約的印花稅，以及提供有關收據證明給租客。