

Tenancy Agreement Precautions

It is not necessary to have written agreement when you rent a house. If the parties have reciprocally declared their concordant intent verbally, a contract shall be constituted. However, most people want to make a written agreement as written evidence to avoid argument about law.

Please note the following points when you sign the agreement:

1. Confirm the identity:

Tenant should confirm the identity of landlord. If the landlord is not the master of the house, the tenant may require the Landlord to submit the Master Lease Agreement as evidence to his right to lease or sublease the premises to the Tenant. In this case, tenant can avoid argument about agreement.

2. Confirm the lease right and condition of the premises:

Tenant should confirm if you can transfer the lease of the premises and sublease or not. Also, the tenant may take pictures of the premises and make a list of appliances attached to the premises for reference of the condition of the premises first conveyed to the Tenant.

3. The agreement about deposit:

In accordance with Article 99 of the Land Law, the appropriate amount of the guarantee deposit would be the amount equal to two months' rentals. The exceeding amount of the guarantee deposit may be used to pay for or deducted from any rental or any part thereof. The Land Law provides the right to protect the tenant who needs to notice more about the law.

4. The duty of repairing the premises:

In accordance with Article 429, Section1 of the Civil Code, unless otherwise provided by the contract or customs, the lessor shall make all repairs to the thing leased. In other words, the landlord has the duty to repair the premises when the roof is leaking or the pipe clogged. Moreover, the parties can reciprocally declare who is responsible for which condition. In this way, the parties can all have advantages.

5. The lease of agreement:

In accordance with Article 422 of the Civil Code, a lease of real property for a period exceeding one year shall be executed in writing. If it is not so executed in writing, it is deemed to have been made for an indefinite period. The lessor shall not take back his house unless one of the following conditions obtains:

- (1) The lessor takes the house for his own residence or for reconstruction.
- (2) The lessee subleases the house in violation of Paragraph one, Article 443 of the Civil Code.
- (3) The cumulative amount of house rental which the lessee has failed to pay exceeds the equivalent of two months' rental, after the entire cash deposit has been used to counterbalance the amount in arrears.
- (4) The lessee puts the house to illegal use in violation of Acts or ordinances.
- (5) The lessee violates the terms of the lease contract.
- (6) The lessee causes damage to the house or the fixtures and fails to pay due compensation.