

Promulgated by the Ministry of the Interior as per the Announcement of Tai-Nei-Zhong-Di-Zi No. 0910083141 dated January 30, 2002 (Passed at the 86th meeting of the Consumer Protection Commission under the Executive Yuan)

Amended and promulgated by the Ministry of the Interior as per the Announcement of Nei-Shou-Zhong-Ban-Di-Zi No. 1051305386 dated June 23, 2016 (Passed at the 47th meeting of the Consumer Protection Committee under the Executive Yuan)

Rights to review this Agreement

This Agreement was brought back by the Tenant on

_____ and reviewed for _____ days

(the minimum review period is three days).

Signature/Seal of the Tenant:

Signature/Seal of the Landlord:

Sample Residential Lease Agreement

Edited by the Ministry of the Interior

June 2016

This Agreement is entered into by and between ____ (the “Tenant”) and ____ (the “Landlord”) [who is the owner a sublessor (shall present proof of permission from the original owner to sublet the premises)]. In consideration of the mutual covenants regarding the leasing of the premises, the parties hereby agree as follows:

Article 1 Leased premises

1. Location of the premises

- (1) Address: __ Floor, No. __, Alley __, Lane __, Section __, _____ Street/Road, _____ Township/City/District, _____ City/County (site location: Land No. __, Subsection __, Section __)
- (2) Individual unit: Building No.: __; extent of ownership: ____; total area: __ m²
 1. Area of the main building: __ floor __ m², __ floor __ m², __ floor __ m², totaling __ m²; purpose: __
 2. Annex: purpose: __; area: __ m²
- (3) Common areas: Building No.: __; extent of ownership: ____; area owned: __ m²
- (4) Creation of other rights: yes no; if yes, the type of rights: _____
- (5) Foreclosure registration: yes no

2. Leased area

- (1) House: whole part: __ floor ____ unit(s) Room No. __; area: __ m² (see the leased area marked out in the house location and layout plan)
- (2) Parking space:
 - ① Type and assigned number of the parking space: __ floor above ground/underground surface parking space mechanical parking space; assigned number: __; number of parking spaces: __
 - ② Period of use:
 all day daytime nighttime others ____ (not required if not applicable)
- (3) Leased auxiliary equipment:
Auxiliary equipment: yes no; if yes, see the confirmation form for the current status of the leased premises enclosed herein for more details unless a list of auxiliary equipment is separately provided
- (4) Others: ____

Article 2 Term of the lease

The term of the lease commences on _____ and ends on _____.

Article 3 Rental agreement and payments

The monthly rent payable by the Tenant is NT\$ __. __ month(s) of rent shall be paid for each period. The rent is due by the __ day of each month period. No delay or refusal of payment is allowed for any reason. The Landlord shall not randomly request an adjustment in the rent.

Rental payment method: cash wire transfer: financial institution: ____; account name: ____; account number: ____; others: ____

Article 4 Security deposit (deposit) agreement and refund

The parties agree that the security deposit (deposit) shall be __ month's/months' rent, totaling NT\$ __ (the maximum amount shall not exceed the total amount of two months' rent). The Tenant shall pay the deposit to the Landlord at the time of execution of this Agreement.

Except for the circumstances set forth in Paragraph 3 of Article 11, Paragraph 4 of Article 12, and Paragraph 2 of Article 16, the Landlord shall refund the security deposit (deposit) set forth in the preceding paragraph to the Tenant when the term of the lease ends or the Tenant returns the premises upon expiration of this Agreement.

Article 5 Payment of relevant charges during the term of the lease

Relevant charges incurred during the term of the lease:

1. Administration fees:

- to be paid by the Landlord
 - to be paid by the Tenant
- House: NT\$ ____ per month

Parking space: NT\$ _____ per month

In case of an increase in such fees due to reasons not attributable to the parties during the term of the lease, the Tenant shall pay up to 10% of the additional amount; in case of a decrease in such fees, the Tenant shall pay the lower amount.

others: _____

2. Water charges:

to be paid by the Landlord

to be paid by the Tenant

others: _____ (NT\$__ per cubic meter for example)

3. Electricity charges:

to be paid by the Landlord

to be paid by the Tenant

others: _____ (NT\$__ per kilowatt hour for example)

4. Gas charges:

to be paid by the Landlord

to be paid by the Tenant

others: _____

5. Other charges and the method of payment thereof: _____

Article 6 Tax burdens

Any taxes and service fees related to this Agreement shall be handled as agreed to below:

1. The house tax and land value tax shall be paid by the Landlord.

2. The stamp tax on receipts of monetary payments shall be paid by the Landlord.

3. Service fees for execution of this Agreement: NT\$ _____

to be paid by the Landlord

to be paid by the Tenant

to be paid equally by the parties

others: _____

4. Notary fees: NT\$ _____

to be paid by the Landlord

to be paid by the Tenant

to be paid equally by the parties

others: _____

5. Service fees for notarization: NT\$ _____

to be paid by the Landlord

to be paid by the Tenant

to be paid equally by the parties

others: _____

6. Other taxes and the method of payment thereof: _____

Article 7 Restrictions on the use of the premises

The premises shall be used for residential purposes. Change of purpose is not allowed unless otherwise permitted by the Landlord.

The Tenant agrees to obey the regulations for inhabitants. No illegal use or storage of any explosive or flammable articles that affect public safety is allowed.

The Landlord agrees does not agree to sublet, lend, or offer by any other means the premises, in whole or in part, for use by other parties, or to transfer his/her rights to lease to other parties.

If the Landlord agrees to sublet the premises as set forth in the preceding paragraph, the

Tenant shall present proof of permission from the Landlord to sublet the premises.

Article 8 Repairs and renovation

In the event that the premises or auxiliary equipment is damaged and in need of repairs, the Landlord shall be responsible for such repairs. However, the provision does not apply when the parties agree otherwise, when the parties have different customs, or when the damage is attributable to the Tenant.

If the Landlord is responsible for repairs, as set forth in the preceding paragraph, but fails

to do so within the period of time specified by the Tenant, the Tenant may carry out the repairs by himself/herself and request the Landlord to repay the costs incurred or deduct the costs from the rent agreed under Article 3.

In the event that the facilities of the premises are in need of renovation, the Tenant may carry out installations by himself/herself in accordance with applicable laws and regulations only after obtaining permission from the Landlord. However, any installations shall not adversely affect the structural safety of the original construction.

When returning the premises in the conditions set forth in the preceding paragraph, the Tenant shall be responsible for restoring the premises to their original condition return the premises as they are meet other requirements: _____.

Article 9 Responsibilities of the Tenant

The Tenant shall maintain the premises with the due care of a good administrator. In the event of a breach of such duty of care, the Tenant shall be responsible for providing compensation for any damage or destruction caused to the premises. However, the provision does not apply when the use or profit collection by means of the agreed method or based on the properties of the premises causes damage or destruction of the premises.

Article 10 Partial destruction of the premises

If, due to reasons not attributable to the Tenant, part of the premises is destroyed during the term of the lease, the Tenant may request a reduction of the rent for the part destroyed.

Article 11 Early termination of this Agreement

The parties may shall not terminate this Agreement before it expires.

Either party may terminate this Agreement, as agreed, by giving a one-month _____ month advance notice to the other party. If either party terminates this Agreement without an advance notice, the party shall compensate the other party by providing ___ month's (no more than one month) rent as a penalty.

The penalty required from the Tenant in the preceding paragraph may be provided by deducting the same amount from the security deposit (deposit) set forth in Article 4.

In the event that this Agreement is terminated in accordance with Paragraph 2 before it expires, the Landlord shall refund the rent collected in advance to the Tenant.

Article 12 Return of the premises

The Tenant shall, immediately after the end of the term of the lease or upon termination of this Agreement, return the premises to the Landlord and complete a move-out procedure for household registration or other kinds of registration.

For the purpose of returning the premises as prescribed in the preceding paragraph, the parties shall jointly complete the inspection of the condition of the premises and equipment. The failure of either party to join the inspection and failure to do so again within a reasonable period of time specified by the other party by means of a reminder notice shall be deemed as completion of the inspection.

If the Tenant fails to return the premises as agreed under Paragraph 1, the Landlord may request the Tenant to pay an amount equivalent to the rent calculated on a monthly basis for the period when the premises are not returned, and may request a penalty in the amount of the rent calculated on a monthly basis for such a period (the rent shall be calculated on a daily basis if the period is less than a month) until the Tenant returns the premises.

The Landlord may deduct the aforesaid amount and relevant charges that the Tenant has not paid from the security deposit (deposit) set forth in Article 4.

Article 13 Transfer of the ownership of the premises

This Agreement will continue to bind the transferee even if the Landlord transfers the ownership to a third party after delivery of the premises and during the occupancy by the Tenant.

If the circumstance mentioned in the preceding paragraph occurs, the Landlord shall hand over the security deposit (deposit) and the rent collected in advance to the transferee, and shall notify the Tenant in writing.

The provisions of the preceding two paragraphs do not apply to this Agreement if it is not notarized and the term is over five years or is indefinite.

Article 14 Termination of this Agreement by the Landlord

The Landlord may terminate this Agreement if the Tenant falls under any of the following circumstances:

1. Where the overdue rent amounts to two months' rent and the Tenant still fails to pay the rent within a reasonable period of time specified by the Landlord by means of a reminder notice;
2. Where the use violates the provisions of Article 7;
3. Where the use violates the provisions of Paragraph 3 of Article 8;
4. Where the outstanding amount of administration fees or other charges payable is equivalent to two months' rent and the Tenant still fails to pay such fees or charges within a reasonable period of time specified by the Landlord by means of a reminder notice.

Article 15 Termination of this Agreement by the Tenant

The Tenant may terminate this Agreement if the Landlord falls under any of the following circumstances:

1. Where the Landlord shall be responsible for the necessary repairs of the damaged premises but fails to complete the repairs within a reasonable period of time specified by the Tenant by means of a reminder notice;
2. Where the circumstance set forth in Article 10 occurs, and the negotiation over a rent reduction cannot be concluded or the remaining part of the premises cannot serve the purpose of being leased;
3. Where the premises are defective and may endanger the safety or health of the Tenant or his/her cohabitant(s).

Article 16 Disposal of items left behind

Any items left behind by the Tenant after the end of the term of the lease or termination of this Agreement shall be disposed of in the following manners:

1. If the Tenant has returned the premises, the Landlord can freely dispose of such items.
2. If the Tenant has not returned the premises, the Landlord shall give a reminder notice and specify a reasonable period of time for removing such items. Items that are not removed within the specified period of time shall be deemed as waste and can be freely disposed of by the Landlord.

The costs required for disposing of the items left behind, as prescribed in the preceding paragraph, shall first be deducted from the security deposit (deposit). The Landlord may request the Tenant to pay for any shortfall.

Article 17 Service and delivery of notices

Unless this Agreement provides otherwise, the notices sent between the Landlord and the Tenant shall be delivered to the addresses stated in this Agreement if sent by post, and may be sent via e-mail SMS other methods: __ (notices shall be sent by post if no delivery method is agreed upon). If a notice cannot be received (including the case of rejection) due to the failure to notify the other party of a change of address or ____, the date of first postal delivery or notification by the other party shall be assumed as the date of arrival.

Article 18 Settlement of doubts

If any doubts arise from the terms of this Agreement, interpretations shall be made in favor of the Tenant.

Article 19 Other agreements

The parties agree to notarize not to notarize this Agreement.

If this Agreement is notarized, the parties do not agree agree to indicate the necessity of compulsory enforcement for the following matters in the notarial certificate:

1. The Tenant fails to return the premises after the end of the term of the lease.
2. The Tenant fails to pay any overdue rent, administration fees paid by the Landlord on behalf of the Tenant, or amount payable due to violation of this Agreement, as required in this Agreement.
3. The Landlord shall refund the security deposit (deposit), in whole or in part, at the end of the term of the lease or upon termination of this Agreement.

If compulsory enforcement for monetary liabilities is indicated in the notarial certificate, the guarantor, if any, shall be subject to Subparagraph __ of the latter part of the preceding paragraph.

Article 20 Settlement of disputes

The parties may settle any dispute arising from this Agreement in the following manners:

1. Applying for conciliation by the Committee on Real Estate Dispute Conciliation in the municipality, city, or county where the premises are located;
2. Applying for mediation by the Consumer Dispute Mediation Commission in the municipality, city, or county;
3. Applying for mediation by the Mediation Committee in the township, city, or district;
4. Filing a mediation petition or lawsuit with the court that has jurisdiction over where the premises are located.

Article 21 Effects of this Agreement and relevant appendices

This Agreement shall become effective on the date of execution. Each party shall retain an original copy of this Agreement.

The advertisements and relevant appendices of this Agreement shall be considered part of this Agreement.

The rights and obligations defined in this Agreement shall bind the successors of the parties.

Article 22 Handling of matters not covered

Any matters not covered by this Agreement shall be settled in a fair manner based on applicable laws and regulations, customs, and the principles of equality, reciprocity, honesty, and credibility.

Appendices

- Photocopy of the building ownership certificate
- Photocopy of the usage license
- Photocopies of the ID cards of the parties
- Photocopy of the ID card of the guarantor
- Letter of consent to authorize the representative to execute this Agreement
- Confirmation form for the current status of the leased premises
- List of auxiliary equipment
- House location and layout plan
- Others (result maps of building surveys and/or photos of current interior conditions)

The parties

The Landlord:

Name: _____ Signature/Seal
ID number/business administration number: _____
Permanent address: _____
Mailing address: _____
Telephone: _____
Responsible person: _____ (Signature/Seal)
ID number: _____
E-mail address: _____

The Tenant:

Name: _____ Signature/Seal
ID number: _____
Permanent address: _____
Mailing address: _____
Telephone: _____
E-mail address: _____

The guarantor:

Name: _____ (Signature/Seal)
ID number: _____
Permanent address: _____

Mailing address:

Telephone:

E-mail address:

The real estate broking agency:

Name (company or firm):

Address:

Telephone:

Business administration number:

Responsible person: (Signature/Seal)

ID number:

E-mail address:

The real estate agent:

Name: (Signature/Seal)

ID number:

Mailing address:

Telephone:

Certificate number:

E-mail address:

Date:

Confirmation Form for the Current Status of the Leased Premises

Date of completion of the form:

Item	Details	Notes
1	<input type="checkbox"/> Including <input type="checkbox"/> Not including unregistered reconstructions, extensions, additions, and illegal constructions: <input type="checkbox"/> First floor ___ m ² <input type="checkbox"/> ___ floor ___ m ² <input type="checkbox"/> Top floor ___ m ² <input type="checkbox"/> Others ___ m ²	In the case of an illegal construction (building for which no extension or addition application has been filed according to law), the Landlord shall be sure to offer an explanation so that the Tenant is fully aware of the possibility of the illegal building being demolished at any time or other risks.
2	Building type: _____ Current layout of the building: ___ bedroom(s) ___ living/dining room(s) ___ bathroom(s) <input type="checkbox"/> with <input type="checkbox"/> without partitions	1. Building types: (1) General buildings: townhouses and villas (individual ownership and no shared areas) (2) Strata titled buildings: apartments (with five floors or less and no elevators), townhouses, shops (stores), commercial office buildings, residential or multi-purpose buildings (with 11 floors or more and elevators), condominiums (with ten floors or less and elevators), studios (one bedroom, one living/dining room, and one bathroom), etc. (3) Other special buildings: such as factories, factory and office buildings, farmhouses, warehouses, and other types 2. Current layout (such as the number of bedrooms, living/dining rooms, and bathrooms as well as the existence of partitions or not)
3	Type of parking space <input type="checkbox"/> ramp/surface <input type="checkbox"/> lift/surface <input type="checkbox"/> ramp/mechanical <input type="checkbox"/> lift/mechanical <input type="checkbox"/> parking tower <input type="checkbox"/> ground level <input type="checkbox"/> others: ___ Assigned number: ___; individual ownership certificate: <input type="checkbox"/> yes <input type="checkbox"/> no An agreement on separate management of common property and drawings <input type="checkbox"/> are enclosed <input type="checkbox"/> are not enclosed.	
4	Fire protection equipment: <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> unknown; if yes, the equipment includes: (1) _____ (2) _____ (3) _____	
5	The water supply and drainage <input type="checkbox"/> are <input type="checkbox"/> are not normal.	
6	Condominium regulations: <input type="checkbox"/> yes <input type="checkbox"/> no; if yes, the regulations <input type="checkbox"/> are <input type="checkbox"/> are not enclosed.	
7	The auxiliary equipment includes the	

<p>following items:</p> <p><input type="checkbox"/> TV: __ (quantity) <input type="checkbox"/> TV stand: __ (quantity)</p> <p><input type="checkbox"/> sofa set: __ (quantity) <input type="checkbox"/> coffee table: __ (quantity)</p> <p><input type="checkbox"/> dining table: __ (quantity) <input type="checkbox"/> dining chair: __ (quantity)</p> <p><input type="checkbox"/> shoe cabinet: __ (quantity) <input type="checkbox"/> curtain set: __ (quantity)</p> <p><input type="checkbox"/> lamp: __ (quantity) <input type="checkbox"/> refrigerator: __ (quantity)</p> <p><input type="checkbox"/> washing machine: __ (quantity) <input type="checkbox"/> bookcase: __ (quantity)</p> <p><input type="checkbox"/> bedding set/headboard: __ (quantity) <input type="checkbox"/> wardrobe set: __ (quantity)</p> <p><input type="checkbox"/> dressing table: __ (quantity) <input type="checkbox"/> desk chair: __ (quantity)</p> <p><input type="checkbox"/> storage cabinet: __ (quantity) <input type="checkbox"/> telephone: __ (quantity)</p> <p><input type="checkbox"/> security equipment set: __ (quantity) <input type="checkbox"/> microwave oven: __ (quantity)</p> <p><input type="checkbox"/> dishwasher: __ (quantity) <input type="checkbox"/> air conditioner: __ (quantity)</p> <p><input type="checkbox"/> range hood: __ (quantity) <input type="checkbox"/> kitchen counter: __ (quantity)</p> <p><input type="checkbox"/> gas stove: __ (quantity) <input type="checkbox"/> water heater: __ (quantity)</p> <p><input type="checkbox"/> natural gas <input type="checkbox"/> others: __</p>	
<p>Landlord: _____ (signature/seal)</p> <p>Tenant: _____ (signature/seal)</p> <p>Real estate agent: _____ (signature/seal)</p> <p>Date when the signatures/seals are affixed: _____</p>	

Matters to be noted when entering into an agreement

1. Scope of application

This sample agreement serves as a reference for use by consumers and business operators when they enter into a residential lease agreement. The leased premises stated herein shall be used by the Tenant for residential purposes.

2. Rights to review the agreement

If the Landlord is a business operator, he/she shall give the Tenant a reasonable period of up to 30 days to review all of the terms and conditions before entering into a standard form agreement with the Tenant.

In the event that the Landlord makes the Tenant waive the rights defined in the preceding paragraph by adopting the terms of a standard form agreement, the terms shall be invalid. If the Landlord fails to provide the agreement review period, as set forth in Paragraph 1, when entering into a standard form agreement with the Tenant, the terms thereof shall not constitute part of the agreement. However, the Tenant may still claim that such terms constitute part of the agreement (Paragraphs 1 to 3 of Article 11-1 of the Consumer Protection Act).

3. Definition of lease

A lease is a contract whereby the parties agree that one of them shall let the other party use a thing or collect profits therefrom and the other shall pay a rent for it (Article 421 of the Civil Code). A lease agreement becomes effective when the parties agree on the rental object and the rent. To help the parties hereto clearly understand their stance and relationship in terms of rights and obligations, the party who pays the rent is referred to as the Tenant, and the party who delivers the object for lease is referred to as the Landlord.

4. Leased premises

- (1) If registration has been completed for the extent of the leased premises, the records in the register shall prevail. If registration has not been completed, the house tax data certificate or actual survey results shall prevail.
- (2) In the event that not the whole premises are leased (for example, the studios or rooms on some of the floors are leased), the Landlord shall prepare a house location and layout plan and mark out the leased area to confirm the actual leased location or area of the premises.
- (3) To avoid any differences in perception between the parties in regard to whether or not unregistered reconstructions, extensions, additions, and illegal constructions or air conditioners, furniture, and other auxiliary equipment are included in the leased premises, the appendix “Confirmation Form for the Current Status of the Leased Premises” of this sample agreement may be used as a reference for confirmation by the parties, thereby eliminating any disputes.
- (4) When moving into the premises, the Tenant may request the Landlord to join him/her in inspecting the current condition of the premises and equipment and take photos as proof. If there is any auxiliary equipment, a list may be made as a reference for restoring the premises to the original condition when the premises are returned.

5. Term of the lease

- (1) An agreement is required for premises that are leased for a period exceeding one year. A lease without an agreement shall be deemed to last for an indefinite period. The term of a lease agreement shall not exceed 20 years. A term that exceeds 20 years shall be reduced to 20 years.
- (2) If no definite period is set in a residential lease agreement, the parties may terminate the agreement at any time. However, the customs in favor of the Tenant shall prevail. Therefore, the parties may explicitly agree on the term of the lease when entering into an agreement, so as to protect their rights and interests.

6. Rent agreement and payment

- (1) As stipulated in Paragraph 1 of Article 97 of the Land Act, in cities and municipalities, house rent shall not exceed an amount equivalent to an annual interest of ten percent on the total declared value of the land and the buildings thereon.

- (2) According to the interpretation provided by the Ministry of the Interior as per the Letter of Tai-Nei-Di-Zi No. 805447 dated September 15, 1978, the term “cities and municipalities”, as used in Article 97 of the Land Act, shall refer to the regions where an urban plan has been promulgated and implemented according to law. Moreover, according to the interpretation provided by the Ministry of the Interior as per the Letter of Tai-Nei-Di-Zi No. 87103 dated May 24, 1982, the term “house”, as used in the same article, shall refer to the premises used for residential purposes.

7. Security deposit (deposit) agreement and refund

- (1) As stipulated in Article 99 of the Land Act, the amount of the security deposit (deposit) shall not exceed the total amount of two months’ rent. If the amount of the security deposit (deposit) exceeds the said limit, the Tenant may use the amount in excess of the limit to counterbalance the rent. The Tenant may still negotiate with the Landlord regarding the amount of the security deposit (deposit) within the range of up to the total amount of two months’ rent. Since this act involves private rights, the law does not forbid any agreements that exempt the Tenant from paying the security deposit (deposit). According to the interpretation provided by the Ministry of the Interior as per the Letter of Nei-Shou-Zhong-Ban-Di-Zi No. 1026038908 dated October 3, 2013, the limit on the security amount is imposed on the premises used for residential purposes. The security amount payable for the premises used for business purposes is not subject to the limit set forth in Article 99 of the Land Act.
- (2) When paying the security deposit (deposit) or the rent, the Tenant shall request the Landlord to sign a receipt or indicate the reception of such payment on the copy of the lease agreement held by the Tenant. In the case of payment via wire transfer, the wire transfer receipt shall be retained. Moreover, when refunding the security deposit (deposit) to the Tenant, the Landlord shall also request the Tenant to sign a receipt or indicate the reception of such a refund on the copy of the lease agreement held by the Landlord.

8. Payment of relevant charges during the term of the lease

- (1) In practice, there are various types of relevant charges that may be incurred by the use of premises, such as water, electricity, and gas charges and administration fees. Such charges are included in the rent in some agreements, while other agreements require that such charges be paid separately by the Tenant or be paid jointly by the parties. The parties may specify in advance the amount or method of splitting the payment by the parties in the agreement, so as to avoid future disputes.
- (2) With respect to relevant charges and the method of payment thereof in the event that not the whole premises are leased (for example, the studios or rooms on some of the floors are leased), the parties may specify in advance the amount or method of splitting the payment by the parties in the agreement based on the actual circumstances of the lease, such as calculating the amount of electricity charges payable per kilowatt hour based on the meter readings for each room.

9. Restrictions on the use of the premises

- (1) The Tenant shall use the leased premises or collect profits therefrom in the methods as agreed upon, and shall exercise all rights and fulfill all obligations in accordance with the regulations and comply with the matters mutually agreed by the inhabitants.
- (2) As stipulated in Paragraph 1 of Article 443 of the Civil Code, if the leased property is a house, the Tenant may sublet part of it to a third party, unless the contrary intention of the Landlord appears in the agreement. Hence, the Tenant may sublet part of the premises to a third party if the Landlord does not forbid subletting in the agreement.
- (3) The leased premises stated in this sample agreement shall be used by the Tenant for residential purposes, not for business purposes. The Landlord may forbid the Tenant to apply for a company registration, business registration, and business tax registration.

10. Repair and renovation

- (1) As stipulated in Paragraph 1 of Article 429 of the Civil Code, the Landlord shall be responsible for the repairs of the premises or auxiliary equipment, unless otherwise

provided by the agreement or customs.

- (2) The obligations of the Landlord concerning repairs are to ensure that the Tenant can use the leased property or collect profits therefrom as agreed upon. If the Tenant adds anything to the leased property, the Landlord is not obliged to repair such additions (Precedent of (63)-Tai-Shang-Zi No. 99 of the Supreme Court).
- (3) The parties may verify whether there are any leakages in the premises prior to delivery of the premises. If there are any leakages, the parties may reach an agreement on the method to address this issue (such as repairs by the Landlord before delivery of the premises, delivery of the premises as they are, rent reduction, or repairs by the Tenant).

11. Early termination of the agreement

- (1) If a definite term is set for a lease, the relationship between the Landlord and the Tenant will cease to exist at the end of the term. If no definite term is set, the parties may terminate the agreement at any time. Thus, when entering into an agreement, the parties shall remember to reach an agreement on whether they may terminate the agreement during the term of the lease, so as to protect their own rights and interests.
- (2) Notwithstanding the agreement of the parties to forbid termination of the agreement, the parties may terminate the agreement if the circumstances for termination of the agreement set forth in Article 14 or 15 of this sample agreement occur because these are provisions of law.
- (3) If it is agreed in a lease agreement with a definite term that either party may terminate the agreement before the end of the term, the party terminating the agreement shall give an advance notice to the other party in accordance with Article 11 of this sample agreement.

12. Return of the premises

- (1) When the Tenant returns the premises, the parties may jointly review and inspect each item on the list of auxiliary equipment or photos taken as proof, if any.
- (2) If the Tenant fails to complete the move-out procedure for the household or business registration or business tax registration when returning the premises, the owner of the premises may prove the non-existence of such a lease and apply to the household registration office or another competent authority that has jurisdiction over where the premises are located for removing or revoking the registration in accordance with applicable regulations such as the Household Registration Act, Business Registration Act, and Regulations Governing Business Registration.

13. Termination of the agreement by the Landlord

According to Subparagraph 3 of Article 100 of the Land Act, the Landlord may recover possession of the premises leased for an indefinite term if the cumulative amount of rent which the Tenant has failed to pay equals or exceeds two months' rent after the security deposit is used to counterbalance the amount in arrears. However, the recovery of possession of the premises due to overdue rent on the part of the Tenant, as set forth in the subparagraph, shall still be subject to Paragraph 1 of Article 440 of the Civil Code, which stipulates that the Landlord may request the Tenant to pay the overdue rent within a reasonable period of time by means of a reminder notice. The Landlord may terminate the lease agreement only when the Tenant fails to make the payment within the said period of time. It is difficult to suggest that the Landlord has the right to claim the repossession of the premises before the lease agreement may be terminated (Precedent of (42)-Tai-Shang-Zi No. 1186 of the Supreme Court).

14. Settlement of doubts

- (1) The terms of this sample agreement do not affect the rights of the Tenant, as specified in the Consumer Protection Act.
- (2) If any doubts arise from the terms of this Agreement, interpretations shall be made in favor of the Tenant in accordance with Paragraph 2 of Article 11 of the Consumer Protection Act. However, if the Tenant is a middleman who sublets the premises, the premises rented by the middleman are not the object of final consumption. Thus, the provisions of the Consumer Protection Act which require interpretations in favor of

the Tenant do not apply to any doubts arising from the terms of the agreements made by the middleman.

15. Settlement of consumer disputes

The parties may settle any consumer disputes arising from the agreement in the following manners:

- (1) An application for conciliation may be submitted in accordance with the Regulations of Governing Establishment and Conciliation by Committees on Real Estate Dispute Conciliation at Municipality /City/County Levels.
- (2) According to Articles 43 and 44 of the Consumer Protection Act, the Tenant may file a complaint with the Landlord, a consumer protection group, or a consumer service center. If the complaint has not been properly handled, a further complaint may be filed with a consumer ombudsman of the government of the municipality, city, or county where the leased premises are located. If the complaint is still not properly handled, an application for mediation may be submitted to the Consumer Dispute Mediation Commission in the municipality, city, or county.
- (3) An application for mediation may be submitted to the Mediation Committee in the township, city, or district in accordance with the Township and County-Administered City Mediation Act. Alternatively, a mediation petition or lawsuit may be filed with the court that has jurisdiction over where the premises are located in accordance with Articles 403 and 404 of the Code of Civil Procedure.

16. Effects of a lease agreement

To protect private rights and avoid disputes, the parties shall exercise due caution when entering into a residential lease agreement, and may request a notary public to produce a notarial certificate or accreditation document for the juristic acts or facts about the private rights involved.

17. Retention of copies of the agreement by each party

When entering into an agreement, the parties shall be sure to carefully review the terms of the agreement, affix their signatures, seals, or fingerprints, indicate their permanent and mailing addresses and ID numbers, and the parties should each retain a copy or copies of the agreement, so as not to adversely affect their rights and interests.

18. Confirmation of the identity of the parties

- (1) The parties shall confirm their identity by presenting such identity documents as ID cards, driver's licenses, and health insurance cards before executing the agreement. If any of the parties to the agreement is a minor (except for a married minor), approval or acknowledgement from the minor's legal representative or guardian is required in accordance with the provisions of the Civil Code. If the agreement is not executed by the parties themselves, the persons executing the agreement shall present letters of consent to authorize them to execute the agreement.
- (2) In order to verify whether the Landlord is the owner or a middleman, the Tenant may request the Landlord to provide proof of ownership, such as an ownership certificate, registration transcript, and the original lease agreement (attention shall be paid to see if there is any agreement that forbids subletting during the term of the lease).

19. Signature/Seal of the agent

If the lease of the premises is handled through a real estate agency, the agent designated by the agency shall affix his/her signature or seal to the agreement.